

SCHEDULE 1.1

INTERPRETATION SCHEDULE & GENERAL TERMS

IN RELATION TO

COURIER & LOGISTICS AGREEMENT(S)

RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED

RAM HAND-TO-HAND LOGISTICS PROPRIETARY LIMITED

RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED

“RAM” OR “RAM HAND-TO-HAND COURIERS™”



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I. SECTION 1 – INTRODUCTION

1 PREAMBLE

- 1.1 RAM, its Subsidiaries and Affiliates (“**RAM**”) provide a range of logistics SERVICES, including Courier & Express Parcel SERVICES, Logistics SERVICES, Supply Chain Solution SERVICES, Insurance Intermediary SERVICES, and Security & Risk SERVICES.
- 1.2 CLIENT wishes to engage RAM to provide certain SERVICES.
- 1.3 This CONSOLIDATED INTERPRETATION SCHEDULE (“**INTERPRETATION SCHEDULE**”) is applicable to and forms an integral part of all AGREEMENTS, SCHEDULES, and ANNEXURES entered into between RAM and CLIENT.
- 1.4 The purpose of this INTERPRETATION SCHEDULE is to provide consistent definitions and interpretations of key terms and provisions used throughout the AGREEMENTS, SCHEDULES, and ANNEXURES.
- 1.5 All references to the **INTERPRETATION SCHEDULE** in any AGREEMENT, SCHEDULE, or ANNEXURE shall be deemed to include this **INTERPRETATION SCHEDULE**.

2 INTERPRETATION

2.1 DEFINITIONS

- 2.1.1 The MLA PACK and SLA PACK including their SCHEDULES and ANNEXURES shall collectively be referred to as the **AGREEMENT**.
- 2.1.2 Unless the context clearly otherwise indicates the contrary intention, in the AGREEMENT (including the SCHEDULES AND ANNEXURES TO THE MLA PACK and the SLA PACK)-
- 2.1.2.1 the provisions of this **INTERPRETATION SCHEDULE** relating to interpretation shall apply; and
- 2.1.2.2 the expressions defined in this **INTERPRETATION SCHEDULE** shall bear the meanings assigned to them herein.
- 2.1.3 Words in the second column have the meanings stated opposite them in the third column, as follows.

2.2 PARTIES

2.2.1	AFFILIATE	with respect to any company, any other company which – i. is a subsidiary or holding company or a subsidiary of the holding company of such company; and/or ii. CONTROLS , is controlled by or is under common CONTROL with such company
2.2.2	APPLICATION	RAM’S APPLICATION TO ENTER COURIER & LOGISTICS SERVICES AGREEMENT
2.2.3	CLIENT	CLIENT who instructs any company within the RAM Group to provide COURIER & LOGISTICS SERVICE/S in terms of any Agreement and which includes - i. the USER of RAM’S IT PLATFORM ; and ii. the Shipper(s); iii. CLIENT’S or the SHIPPER’S duly authorised PERSONNEL or representative(s)
2.2.4	CLIENT GROUP	all companies, close corporations, partnerships, trusts or any other undertaking which is directly or indirectly AFFILIATED with CLIENT
2.2.5	CUSTOMER	the Customer of CLIENT, who for the purpose of this INTERPRETATION SCHEDULE will be referred to as the “ DATA SUBJECT ”
2.2.6	PERSONNEL	in relation to any PARTY, their shareholders, directors, employees, Personnel or franchisees
2.2.7	RAM AFFILIATE	any subsidiary, holding company or franchisee of RAM or any person, firm, company or corporation CONTROLLED in any manner by the shareholders of RAM
2.2.8	RAM GROUP	RAM Logistics, RAM SCS, RTSA and any RAM AFFILIATE from time to time
2.2.9	RAM INTERNATIONAL	RAM INTERNATIONAL TRANSPORT PROPRIETARY LIMITED, Registration Number 1988/000591/07, a private company incorporated in accordance with the Laws of South Africa
2.2.10	RAM LOGISTICS	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



2.2.11	RAM SCS	RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED, Registration Number 2000/020621/07 a private company incorporated in accordance with the Laws of South Africa
2.2.12	RTSA	RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED, Registration Number 1997/009992/07, a private company incorporated in accordance with the Laws of South Africa
2.2.13	RAM FACILITY	any RAM Warehouse, Branch, Hub or Facility, operated or controlled by RAM from which RAM provides any of the SERVICES
2.2.14	RAM'S PERSONNEL	all RAM PERSONNEL regardless of the nature of their Service Agreements, including contracts which are permanent, fixed term, casual, temporary and those that include temporary staff from agencies and staff supplied by labour brokers
2.2.15	RECEIVER	the RECEIVER (CONSIGNEE) of a SHIPMENT as specified on the SHIPPING INSTRUCTION
2.2.16	SENDER	the SENDER (CONSIGNOR) of a SHIPMENT as specified on the SHIPPING INSTRUCTION
2.2.17	SHIPPER	the SENDER (CONSIGNOR) of a SHIPMENT that instructs RAM to deliver the SHIPMENT to the RECEIVER as specified on the SHIPPING INSTRUCTION
2.2.18	SLA	any SERVICE LEVEL AGREEMENT entered into between RAM and a CLIENT / TP-SP including- <ul style="list-style-type: none"> i. Courier & Express Parcel SLA; ii. Warehouse Management SLA; iii. Service Partner SLA
2.2.19	SLA CLIENT	a CLIENT of RAM who has completed RAM's APPLICATION, as well as an Application for SLA which APPLICATION together with the relevant SLA has been successfully approved and SIGNED by RAM in writing
2.2.20	SLO	SERVICE LEVEL OBLIGATION
2.2.21	THIRD PARTY	any Person who or which is neither a PARTY, an AFFILIATE of a PARTY or in any way related to any PARTY
2.2.22	TP-SP	any third-party service provider, service partner, service agent and/or sub-contractor and/or franchisee and/or Owner-Driver selected from time to time by RAM in order to attend to all or certain aspects of the Logistics Service on behalf of RAM including, armoured car/truck SERVICES, armed guard SERVICES, couriers, warehousemen, linehaul, bulk collection and/or commercial airlines/carriers



II. SECTION 2 –SERVICE TYPE DEFINITIONS

3 SERVICE DEFINITIONS, DELIVERY TIMES & AREA DEFINITIONS

3.1 DISTRIBUTION SERVICES

SERVICE TYPE CODE	DISTRIBUTION SERVICE	SERVICE / DELIVERY TIMES
ES	ECONOMY SERVICE	48-72 hours from 08:00 on Day 1 (excludes NON-BUSINESS DAY)
XR	EXPRESS ROAD	24-48 hours from 08:00 on Day 1 (excludes NON-BUSINESS DAY)

3.2 DEMAND SERVICES

SERVICE TYPE CODE	DEMAND SERVICE	SERVICE / DELIVERY TIMES
SD	SAME DAY	Same Day as Collection
EB09H00	EARLY BIRD 09:00	NBD 09:00 (Next BUSINESS DAY 09:00)
ND11H00	NEXT DAY 11:00	NBD 11:00 (Next BUSINESS DAY 11:00)
ND	NEXT DAY 17:00	NBD 17:00 (Next BUSINESS DAY 17:00)

3.3 SPECIAL SERVICES

SERVICE TYPE CODE	SPECIAL SERVICE	SERVICE / DELIVERY TIMES
A&A	ARMS & AMMUNITION	Economy Firearm Service // Road Transport Only // 3 (Three) to 5 (Five) BUSINESS DAYS from Collection
TSS	TIME SLOT SERVICE	a time window or period of time on a specified day of the week during which the delivery Service can be performed
IHP	IN HOUSE	the provision by RAM of In-House PERSONNEL which attend to the consigning of orders on behalf of CLIENT
VC	VALUABLE CARGO	the provision by RAM of a Valuable Cargo Service 24-48 hours from 08:00 on Day 1 (excludes NON-BUSINESS DAY) *NB - VC Service does not include collection and delivery of the SHIPMENT in an Armoured Vehicle or Armed Escort. CLIENTS who require Armoured Vehicle or Armed Escort are requested to book a collection @ hvcollections@ram.co.za and pay the AV Surcharge

3.4 INTERNATIONAL SERVICES

SERVICE TYPE CODE	INTERNATIONAL	SERVICE / DELIVERY TIMES
INT'L DOCUMENT	INTERNATIONAL DOCUMENTS	Delivery within 2 to 3 BUSINESS DAYS to most major destinations in Africa, Europe, Asia and the USA
INT'L PARCEL	INTERNATIONAL PARCELS	Delivery within 2 to 3 BUSINESS DAYS to most major destinations in Africa, Europe, Asia and the USA

3.5 DELIVERY CHANNELS

3.5.1	B2B	Business to Business, being a delivery from CLIENT to, <i>inter alia</i> , third party businesses, wholesalers, agents, distributors or customers which generally do not require a TSS or to be scheduled or booked with the RECEIVER for delivery
3.5.2	B2C	Business to Consumer being a delivery between CLIENT and consumers who are usually the end-users of CLIENT's products
3.5.3	B2R	Business to Retail, being a delivery from CLIENT to Retail Customers where specific documentation requirements, booking requirements and/or unpack requirements are



		specified
3.5.4	BC&D	Bulk Collection and Delivery SERVICES
3.5.5	BUSINESS TO COUNTER	Business to Counter, being a delivery from a RAM Customer (businesses, wholesalers, agents, distributors or customers) to a CLIENT's Counter for collection by the RECEIVER at the relevant CLIENT's counter
3.5.6	C2B	Customer to Business (Reverse)
3.5.7	C2C	Customer to Customer
3.5.8	COUNTER TO COUNTER	the collection of a SHIPMENT from a Retail Counter together with the delivery of the SHIPMENT to another Retail Counter
3.5.9	PuDo	Pick Up & Drop Off Point
3.5.10	RETURNS	the provision to CLIENT of SERVICES from the relevant RECEIVER, customer, corporate customer, franchisee or dealer back to CLIENT's Warehouse generally in relation to Out of Box Failures, Stock Returns, Repairs, CPA Returns, Incorrect Orders, Damaged Stock, Warranty Assessments and/or Product Recalls

4 RAM AREA & ZONE DEFINITIONS & SERVICE DAYS

4.1 RAM HUBS & ZONE LIST

4.1.1	MH	MAIN HUB	Bloemfontein, Cape Town, Centurion, Durban, East London, George, Industria, Isando, Johannesburg, Kimberley, Klerksdorp, Nelspruit, Pietermaritzburg, Polokwane, Port Elizabeth, Witbank
4.1.2	RH	REGIONAL HUB	any RAM Hub which is not a Main Hub, which currently consist of Beaufort West, Ficksburg, Harrismith, Richards Bay, Rustenburg, Springbok, Umtata, Upington, Zeerust
4.1.3	Day	SERVICE DAYS	the Service Days specified on RAM's Zone List, being RAM's reference as to which Days the relevant Zone is serviced
4.1.4	ZL	ZONE LIST	RAM's Zone List as amended from time to time, which Zone List sets out, <i>inter alia</i> - <ul style="list-style-type: none"> i. Suburbs, Area and Postal Code in South Africa; ii. Latitude and Longitude of the Zones; iii. RAM's reference as to whether the relevant Zone constitutes a Local, Main or Regional Zone; iv. RAM's Hub which shall Service the relevant Zone; v. RAM's reference as to whether such Zone constitutes a High-Risk Area and/or a Regional Outlying Zone; vi. RAM's Service Days; the approximate time window for the Servicing of such Zone

4.2 GENERAL AREA & ZONE DEFINITIONS

The C&D COSTS shall be calculated in accordance with the table below and having regard to classification on RAM's Zone List of the Suburb of –

4.2.1 Collection of the relevant Parcel as Local, Main, Regional or Far Outlying; and

4.2.2 Delivery of the relevant Parcel as Local, Main, Regional, Far Outlying or International.

4.2.3	Code	Definition	Locality
4.2.4	L	LOCAL	a collection from and delivery to the same RAM Hub
4.2.5	M	MAIN	any collection from one of RAM's Main Hubs for delivery to a destination which is not further than 50km from one of RAM's Main Hubs
4.2.6	R	REGIONAL	any collection from or delivery to a Regional Zone specified on RAM's Zone List



4.2.7	FO	FAR OUTLYING	any collection from or delivery to a Far Outlying Zone specified on RAM's Zone List
4.2.8	INT	INTERNATIONAL	a collection anywhere within South Africa for delivery to any International Jurisdiction
4.2.9	NO-GO	NO-GO AREAS	any delivery destination which may from time to time be affected by localised <i>FORCE MAJEURE</i> events including riot, strikes, insurrection, civil commotion or which may constitute a clear and present danger to the RAM PERSONNEL delivering the Specified Products to such destination

4.3 **NON-BUSINESS DAY DELIVERIES**

RAM may be able to provide NON-BUSINESS DAY SERVICES for certain SERVICES subject to the NON-BUSINESS DAY Surcharge. Please confirm with RAM Office whether NON-BUSINESS DAY SERVICES can be performed.

4.4 **SERVICE DAYS**

4.4.1 Notwithstanding the General Area and Zone Definitions referred to in this 4, RAM only provides SERVICES to certain Zones on specified Service Days as contemplated on RAM's Zone List.

4.4.2 Notwithstanding that the Service may constitute a DEMAND SERVICE, DISTRIBUTION SERVICE or SPECIAL SERVICE, the actual day and time of delivery may vary according to the Service Days as specified on RAM's Zone List.

4.5 **REGIONAL DESTINATIONS**

Subject to 4.4, RAM may be able to deliver to certain REGIONAL DESTINATIONS for Next Day SERVICES upon prior written confirmation. Please confirm with RAM Office whether REGIONAL DESTINATION DELIVERY can be performed.

III. SECTION 3 –GENERAL SERVICE DEFINITIONS

5 GENERAL SERVICE DEFINITIONS

5.1	APPROVAL	shall include any approval, consent, authority, license, permit and/or mandate
5.2	BUSINESS DAY	any day other than a Saturday, a Sunday or Public Holiday
5.3	BUSINESS HOURS	shall be construed as being the hours between 08:30 and 17:00 on any Business Day. Any reference to time shall be based upon South African Standard Time
5.4	CALENDAR MONTH	each month of the Gregorian Calendar
5.5	COLLECTION INSTRUCTION	a COLLECTION INSTRUCTION, substantially in the form of a SHIPPING INSTRUCTION, where CLIENT requests RAM to collect a SHIPMENT from one of their Customers and/or a third party and either returns the SHIPMENT to the CLIENT or delivers the SHIPMENT to a designated RECEIVER, which SHIPPING INSTRUCTION shall include, <i>inter alia</i> - <ul style="list-style-type: none"> iv. SENDER / CONSIGNOR Details; v. RECEIVER / CONSIGNEE Details; vi. Service Request; vii. Liability Option (if applicable); viii. SHIPMENT Information, including weight and dimensions; ix. Description of Goods
5.6	CONTROL	CONTROL (including its correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, the existence of circumstances whereby any entity or person which directly or indirectly and whether in law or effect – <ul style="list-style-type: none"> i. beneficially owns the majority in number of shares in the relevant company's issued share capital; or ii. has the right or obligation to direct the manner in which the majority of votes attaching to any class of shares in the issued share capital of the relevant company are exercised at meetings of shareholders of such company; or iii. has the right or obligation to appoint or remove directors holding a majority of the voting rights at meetings of the relevant company's board of directors



5.7	COURIER SERVICES	the collection, storage, transportation and delivery of SHIPMENTS
5.8	CRIMINAL LOSS	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss
5.9	CUT-OFF TIME	an agreed Cut-Off Time specified in any SLA, in terms of which the Parties agree on the last time of any BUSINESS DAY when RAM will receive any SHIPMENT from CLIENT
5.10	DAYS	shall be construed as Calendar Days unless qualified by the word “ BUSINESS ”, in which instance a “ BUSINESS DAY ” shall have the meaning ascribed to it in 5
5.11	DELIVERY ATTEMPT OR DA	the number of DELIVERY ATTEMPTS specified in the SLA
5.12	DELIVERY EXCLUSIONS	<p>a non-delivery, attempted delivery, or failed delivery pursuant to or as a result of, <i>inter alia</i> –</p> <ol style="list-style-type: none"> i. CLIENT furnishing RAM with an INCORRECT SHIPPING INSTRUCTION; or ii. the late delivery or non-delivery of SHIPMENTS by CLIENT to RAM which shall include any SHIPMENT received by RAM after an agreed Cut-Off Time; or iii. RAM being specifically prevented by CLIENT or the intended RECEIVER to ship or receive the SHIPMENT; or iv. a specific instruction from CLIENT or the intended RECEIVER; or v. a specific redirect instruction from CLIENT or the intended RECEIVER in terms of which the SHIPMENT is redirected from the delivery address specified on the SHIPPING INSTRUCTION to an alternative delivery address or back to the SENDER; or vi. the RECEIVER refusing to accept the SHIPMENT, because, <i>inter alia</i>, the order has been cancelled by the RECEIVER and RAM has - <ol style="list-style-type: none"> a. either received a SIGNED SHIPPING INSTRUCTION specifying that the RECEIVER refuses to accept the SHIPMENT; or b. furnished an e-communication that RAM has attempted the delivery and the RECEIVER is not available or refused to accept the SHIPMENT or the order is an incorrect duplicate order; or c. the RECEIVER’s IT system is not in operation at the time of the delivery and the RECEIVER is unable to generate a GRV or requested documentation; or d. the designated RECEIVER is not available at the time of delivery; or e. the RECEIVER’s is unable to provide any specified documentation necessary to complete delivery, including KYC Documentation; or vii. failure to comply with any reasonable operating documentation or other reasonable instructions furnished by RAM to CLIENT in writing from time to time; viii. RAM is unable to either collect or deliver the SHIPMENT due to <i>FORCE MAJEURE</i>; ix. any other reasonable exclusion which specifically prevents RAM from either collecting or delivering within the relevant specified timeframes which is outside of RAM’s control
5.13	DISPATCH	dispatching of the relevant order from the RAM Facility into the RAM Distribution (but shall not include Delivery of the SHIPMENT)
5.14	DISTRIBUTION PARAMETERS	<p>the DISTRIBUTION PARAMETERS and information provided by CLIENT to RAM prior to the SIGNATURE DATE as well as the DISTRIBUTION PARAMETERS which shall be ascertained during the INITIAL PERIOD, including-</p> <ol style="list-style-type: none"> i. Service Types; ii. Delivery Channels, iii. Geographical Spread; iv. Zone Split (Local, Main, Regional, Far Outlying); v. Special Service Requirements; vi. Volumetric and Actual weight of SHIPMENTS; vii. SHIPMENT Volumes;



		<ul style="list-style-type: none"> viii. Number of Parcels per Consignment; ix. Monthly Expenditure; x. Service Level; xi. Integration & POD requirements
5.15	ETA	Estimated Time of Arrival
5.16	FORCE MAJEURE	any material event beyond the control of any PARTY which occurrence could not have reasonably been foreseen at the date of request for the Service, and which, despite the exercise of diligent efforts, the relevant PARTY was unable to prevent, limit or minimise, including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, hijacking, power outage or interruption, radiation or chemical contamination, ionising radiation, act of G-d, plague, serious epidemic, officially declared state of emergency, embargoes, sanctions, power outages, non-availability of raw materials or transport facilities, restrictions or sanctions imposed by any Governmental Body or by <i>force majeure</i> of any description whether or not of the specific nature indicated above
5.17	GOOD INDUSTRY PRACTICE	the exercise of a high degree of skill, care, prudence, efficiency, foresight, and timeliness which would reasonably be expected from a person highly skilled and experienced in providing SERVICES similar to the SERVICES
5.18	GRV	Goods Received Voucher which shall be in the form of an acknowledgement of receipt by the relevant RECEIVER
5.19	INCORRECT SHIPPING INSTRUCTION	<p>shall include, <i>inter alia</i>, where CLIENT provides RAM with a SHIPPING INSTRUCTION either by e-communication or on a WAYBILL, where such SHIPPING INSTRUCTION contains incorrect, inaccurate, mistaken, incomplete, out of date or erroneous information, including-</p> <ul style="list-style-type: none"> i. no street number or incorrect street number; ii. no building or complex name or incorrect building or complex name; iii. no delivery address or incorrect delivery address; iv. no contact details or incorrect contact details; v. any address which is incapable of being geo-located; vi. any address where a delivery point cannot be determined utilising geographic coordinates (longitude and latitude); or vii. any SHIPMENT where RAM cannot contact the relevant representative of the RECEIVER as the relevant RECEIVER is not available
5.20	INSOLVENCY EVENT	<p>the occurrence of any of the following events or circumstances, by any of the Parties-</p> <ul style="list-style-type: none"> i. an order or declaration is made, steps are taken, or a meeting of its trustees, directors or shareholders is convened to consider the passing of a resolution, or a resolution is passed or proposed, for the administration, custodianship, curatorship, bankruptcy, liquidation, winding up, judicial management (whether provisional or final) or deregistration of it or its estate or for the placement of it under business rescue or supervision or for the appointment of a business rescue practitioner; ii. it is unable (or admits inability) to pay its debts generally as they fall due or it is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with, or for the benefit of, its creditors or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness; iii. it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such steps;



		<ul style="list-style-type: none"> iv. any RECEIVER, administrative RECEIVER, judicial RECEIVER, judicial manager, administrator, compulsory manager, judicial custodian, business rescue practitioner, curator, trustee in bankruptcy, liquidator or the like is appointed in respect of it or any material part of its assets or it requests any such appointment; v. it becomes subject to any of the proceedings contemplated in chapter 6 of the Companies Act including, without limitation, becoming subject to any business rescue, being regarded as financially distressed or subject to supervision all as defined in chapter 6 of the Companies Act; vi. it is or becomes insolvent or commits any act which, if it were a natural person who is subject thereto, would be an act of insolvency as described in the Insolvency Act or any equivalent legislation in any jurisdiction to which such person is subject; vii. any order, whether provisional or final, is granted for its liquidation, dissolution or winding up or for it to be placed under judicial management, business rescue proceedings or any other equivalent proceedings, whether provisional or final; viii. it is deemed to be unable to pay its debts in terms of section 345 of the Companies Act; ix. it compromises or attempts to compromise with, or defers or attempts to defer payment of debts owing by it to its creditors generally; x. it suspends payment of all or a material part of (or of a particular type) of its indebtedness to its creditors and/or commences negotiations or the taking of any other step with a view to the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its indebtedness to its creditors and/or it proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors and/or it agrees or declares a moratorium in respect of or affecting all or a part of its indebtedness; xi. it has any execution, attachment or other proceedings levied or enforced against its assets, unless an application to rescind the relevant execution or attachment order is successfully brought by the relevant PARTY within fifteen days of having become aware of the relevant execution, attachment or other similar order; or xii. any event occurring or circumstance arising which is analogous to any of the events referred to in i. to iv. above (both clauses inclusive)
5.21	KNOWN SHIPPER	a known shipper is a party who is known and registered as a trusted SENDER in accordance with, inter alia, the regulations relating to security for carriage by air on passenger commercial aircraft and all cargo aircraft
5.22	LMDS	the last mile delivery service being the acceptance, storage, transportation and delivery of SHIPMENTS from RAM or a RAM appointed SERVICE PARTNER to various RECEIVER's in accordance with the Shipping Instruction provided by RAM
5.23	NON-BUSINESS DAY	Saturdays, Sundays or Public Holidays in South Africa
5.24	OEM	original equipment manufacturer
5.25	PAPERLESS DELIVERY	a delivery in which no hardcopy or printed documentation is used. All documentation including POD and KYC Documentation are transmitted electronically
5.26	PARCEL	sealed envelopes, flyers, parcels, packages, boxes, cartons, pallets or containers packed by or on behalf of CLIENT and tendered for SERVICES by RAM
5.27	POD OR PROOF OF DELIVERY	<p>an acknowledgment of receipt which shall be in the form of –</p> <ul style="list-style-type: none"> i. an acknowledgement of delivery on the SHIPPING INSTRUCTION SIGNED by the RECEIVER or its duly authorised PERSONNEL; or ii. a confirmation of delivery on the SHIPPING INSTRUCTION authorised by an OTP on the RAM IT PLATFORM; or iii. an e-POD; or



		<ul style="list-style-type: none"> iv. RAM's standard form POD from time to time; or v. such alternative proof of delivery reasonably acceptable in the courier and logistics industry
5.28	PROHIBITED ITEM	any PROHIBITED ITEM set out in the PROHIBITED & RESTRICTED ITEMS SCHEDULE
5.29	PROPERTY	collectively or individually, as the case may be, the cargo, documents, goods, items, envelopes, pallets or containers described on the SHIPPING INSTRUCTION and contained in the SHIPMENT which are being tendered for the Service
5.30	RELIEF EVENT	<p>shall include -</p> <ul style="list-style-type: none"> i. a default by CLIENT of any of its obligations under the AGREEMENT or SLA; ii. a DELIVERY EXCLUSION as defined in this INTERPRETATION SCHEDULE; iii. an INCORRECT SHIPPING INSTRUCTION as defined in this INTERPRETATION SCHEDULE; iv. the acts and/or omissions of any other vendor or supplier to CLIENT; or v. a Material Adverse Change in the DISTRIBUTION PARAMETERS, vi. a <i>Force Majeure Event</i> as defined in this INTERPRETATION SCHEDULE
5.31	RESTRICTED ITEM	any RESTRICTED ITEM set out in the PROHIBITED & RESTRICTED ITEMS SCHEDULE
5.32	SERVICE/S	<p>the SERVICES to be provided by RAM in terms of the AGREEMENT, including -</p> <ul style="list-style-type: none"> i. C&D SERVICES; ii. Warehousing & Supply Chain Management SERVICES; iii. Courier and Express Parcel SERVICES; iv. any other Logistics SERVICES
5.33	SHIPMENT	distinctively sealed and secured Documents or Parcels tendered for Service that travel pursuant to a SHIPPING INSTRUCTION and which may be carried by any means RAM chooses, including air, road or any other carrier
5.34	SHIPPING INSTRUCTION	<p>a SHIPPING INSTRUCTION, whether in document or electronic format, furnished to RAM which shall include, <i>inter alia</i> -</p> <ul style="list-style-type: none"> x. SENDER / CONSIGNOR Details; xi. RECEIVER / CONSIGNEE Details; xii. Service Request; xiii. LIABILITY OPTION (if applicable); xiv. SHIPMENT Information, including weight and dimensions; xv. Description of Goods <p>For the purposes of this INTERPRETATION SCHEDULE, a SHIPPING INSTRUCTION shall, where applicable, include a COLLECTION INSTRUCTION</p>
5.35	SIGNATURE DATE	the date on which the AGREEMENT is SIGNED by the PARTY which is the last signatory
5.36	SKU	a stock keeping unit being a Specified Product identification code, often portrayed as a machine-readable bar code that helps track the item for stock keeping purposes
5.37	TAT	Turnaround Times
5.38	VALUABLE CARGO	<p>a consignment, which contains one or more of the following articles –</p> <ul style="list-style-type: none"> i. any article having a declared value for carriage of US\$1,000 or more per gross kilogram; ii. gold bullion (including refined or unrefined gold in ingot form), dore bullion, gold specie and gold only in the form of grain, sheet, foil, powder, sponge, wire, rod, tube, circles, mouldings and castings. Platinum, platinum metals (palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, tube and strip (but excluding those radioactive isotopes of the above metals and alloys which are subject to dangerous goods labelling requirements);



		<ul style="list-style-type: none"> iii. legal banknotes, securities, shares and share coupons, traveler's cheques, stamps and ready for use bank cards and/or credit cards; iv. diamonds (including diamonds for industrial use), rubies, emeralds, sapphires; opals and real pearls (including cultured pearls); v. jewellery consisting of diamonds, rubies, emeralds, sapphires, opals and real pearls (including cultured pearls); vi. jewellery and watches made of silver and/or gold and/or platinum; vii. articles made of gold and/or platinum, other than gold and/or platinum plated
5.39	VEHICLE	any motor vehicle (including horses, trailers, motor bikes) which RAM or its PERSONNEL uses to render the SERVICES and to transport and Deliver the Goods by road and VEHICLES shall be construed accordingly
5.40	WAREHOUSE MANAGEMENT SERVICES	WAREHOUSE MANAGEMENT & SUPPLY CHAIN SERVICES including the receiving, warehousing, picking, packing and dispatch of CLIENT's Products
5.41	WAYBILL	a SHIPPING INSTRUCTION in document format and includes the WAYBILL generated on the RAM IT PLATFORM pursuant to a SHIPPING INSTRUCTION, any label produced by RAM's automated systems, delivery note or consignment note
5.42	WM-SLA	a WAREHOUSE MANAGEMENT SERVICES SERVICE LEVEL AGREEMENT
5.43	WM SERVICE	the Warehouse Management SERVICES contemplated in a WM-SLA which shall include the receiving, warehousing, picking, packing and order PROCESSING all of CLIENT's SPECIFIED PRODUCTS at a RAM FACILITY in accordance with a WM-SLA

IV. SECTION 4 – FINANCIAL & SERVICE COST DEFINITIONS

6 FINANCIAL & SERVICE COSTS

6.1 FINANCIAL DEFINITIONS

6.1.1	EFT	Electronic Funds Transfer
6.1.2	FINANCIAL INFORMATION	<p>Statements including -</p> <ul style="list-style-type: none"> i. Account Age Analysis; ii. Statement Detail; iii. Invoices, Debit & Credit Notes with POD's for each SHIPMENT
6.1.3	OPERATIONAL INFORMATION	<ul style="list-style-type: none"> i. Summary Report including – <ul style="list-style-type: none"> a. Account Age Analysis; b. Year to date Summary including- <ul style="list-style-type: none"> i. Expenditure; ii. Total Consignments; iii. Total Parcels; iv. Total ChargeABLE WEIGHT; ii. Distribution Analysis including - <ul style="list-style-type: none"> i. Top Areas Delivered; ii. Average Costs; iii. Key Performance Indicators by Area; iv. Service Type Summary; v. Delivery Hub Summary; vi. Weight Break Summary
6.1.4	INCREASE EVENT	<p>shall mean –</p> <ul style="list-style-type: none"> i. any new law, ruling or regulation is promulgated, given or adopted; or ii. there are any changes to any present or future law, ruling or regulation; or iii. there are any changes in the interpretation or administration of any law, ruling or



		<p>regulations by any relevant authority or comparable agency charged with interpretation or administration thereof; or</p> <p>iv. there is any material change in the market considerations which are relevant to, logistics, transportation, courier or supply chain solutions SERVICES sector, including–</p> <p>b. airline rates / surcharges increase or decrease; and/or</p> <p>c. the increase by any relevant Governmental Body or any Competent Authority (including the NBCRFLI or its successors-in-title) of statutory wages and/or other amounts payable to RAM’s PERSONNEL; and/or</p> <p>d. any new law, ruling or regulation is promulgated, given or adopted imposing any material license or operating fees for the right to provide Courier & Express Parcel Services;</p> <p>e. insurance premium increases; and/or</p> <p>f. the implementation and/or increase in Toll Fees; or</p> <p>g. minimum transport standards, including the use of PPE, imposed by any Competent Authority,</p> <p>which would or does –</p> <p>i. subject any PARTY to any taxes, duties or other charges in respect of the AGREEMENT or change the basis of taxation of either (except for changes in the rate of normal taxation on the overall net income of any PARTY);</p> <p>ii. impose on a PARTY any other obligation or condition which requires such PARTY to incur a material additional cost in respect of the SERVICES</p>	
6.1.5	LEGAL COSTS	<p>shall include –</p> <p>i. the amount of such costs, charges and expenses of whatever nature incurred by the AGGRIEVED PARTY in its sole and absolute discretion in securing or endeavouring to secure fulfilment of the Defaulting PARTY’s obligations or in otherwise exercising the AGGRIEVED PARTY’s rights in terms of this relevant AGREEMENT;</p> <p>ii. collection commission, tracing charges and legal costs on the scale which the court may deem appropriate (together with any VAT and additional legal costs which may have been paid or are payable by the AGGRIEVED PARTY for any such purpose), insurance premiums, storage charges, stamp duties, Taxes and other fiscal charges, agent’s and auctioneer’s commissions and all other costs and expenses of valuation, maintenance, advertising and realisation.</p>	
6.1.6	ORDINARY HOURS	WORK 9 (nine) Hours per day for all BUSINESS DAYS	
6.1.7	OVERTIME	all hours of work in excess of Ordinary Work Hours, including NON-BUSINESS DAY	
6.1.8	OVERTIME COST	the actual cost paid by RAM to the relevant PERSONNEL involved in providing the SERVICES for such PERSONNEL/s SERVICES for any hours worked Overtime in order to provide the SERVICES in terms of the AGREEMENT	
6.1.9	PRIME RATE	the publicly quoted basic rate of interest (expressed as a nominal annual rate compounded monthly in arrears) calculated on a 365 (Three Hundred and Sixty-Five) day year whether or not the year is a leap year, charged by RAM’s Bankers in respect of overdraft advances as evidenced by a certificate SIGNED by any manager of the said bank whose authority and appointment it shall not be necessary to prove	
6.1.10	SURCHARGES	the various surcharges payable in respect of the SERVICES, which include the -	
		SPECIALISED DELIVERY SURCHARGES	Specialised Delivery Surcharges in 7
		GENERAL SURCHARGES	General Surcharges in 7.2
		VARIABLE FUEL SURCHARGE	Variable Fuel Surcharges in 7.2



6.1.11	TAX	<p>all forms of taxation, charges, imposts, duties, levies, deductions, withholdings or fees, royalties or contribution of any kind whatsoever, whenever imposed, whether imposed as a result of a person being chargeable to tax, a representative taxpayer, a withholding agent or a responsible third party, including -</p> <ol style="list-style-type: none"> i. income tax, provisional tax, VAT, dividends' tax, donations tax and capital gains tax; ii. unemployment insurance, skills development, payroll or other similar contributions; iii. customs or excise duties; iv. any interest, penalty, additional tax or fine or any other moneys imposed in connection therewith or in connection with the avoidance or evasion thereof; v. all costs and expenses incurred in managing any enquiry or audit or conducting any litigation, dispute PROCESS or similar action in relation to taxation, <p>and TAXATION shall have a corresponding meaning</p>
6.1.12	VAT	value added tax at the rate specified in the VAT Act

6.2 SERVICE COSTS DEFINITIONS

6.2.1	ACTUAL WEIGHT	the actual weight of the SHIPMENT, as measured in metric grams / kilograms
6.2.2	C&D COSTS	the collection, transport and delivery costs payable by CLIENT to RAM as set out in a SCS, as amended from time to time. The C&D COSTS shall be calculated having regard to the CHARGEABLE WEIGHT for each SHIPMENT
6.2.3	CHARGEABLE WEIGHT	the greater of the Actual Weight or the Volumetric Weight
6.2.4	LIABILITY OPTION	<p>should CLIENT require any RISK / 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> <p>Such Liability Options are only available to CLIENTS who have completed an APPLICATION TO ENTER A SERVICE LEVEL AGREEMENT (SLA) which Application and SLA has been successfully approved and SIGNED by CLIENT and RAM.</p> <p>In order to apply for any of RAM's LIABILITY OPTIONS, please contact RAM Sales and RAM will get back to CLIENT with a Risk Assessment</p>
6.2.5	LIABILITY CHARGE	the LIABILITY CHARGE agreed and set out and calculated in accordance with the LIABILITY CHARGE in the SCS attached to the SLA
6.2.6	NBD	NEXT BUSINESS DAY
6.2.7	SERVICE COSTS	the various C&D COSTS, Rates, Surcharges, Overtime Costs, and all other amounts, costs, charges, Taxes, customs duty, freight duty and other expenses as well as any penalties arising therefrom relating to the SHIPMENT and payable by CLIENT to RAM relating to the provision of the SERVICES by RAM as may be amended from time to time
6.2.8	SCS OR RATE CARD	the SERVICE COST SCHEDULE / RATE CARD incorporating the various Service Costs and other costs in respect of the SERVICES rendered by RAM to CLIENT, which SCS shall be deemed to be incorporated into the AGREEMENT
6.2.9	VOLUMETRIC FACTOR	the Volumetric Factor specified on the SCS
6.2.10	VOLUMETRIC WEIGHT	the volumetric weight of the SHIPMENT as the term is commonly understood in the courier and freight industry, which volumetric weight shall be calculated as follows – $\{(Length (cm) \times Breadth (cm) \times Height (cm)) / Volumetric Factor\}$
6.2.11	WMS FEE	the Warehouse Management Fee payable for Warehouse Management SERVICES



7 SURCHARGES

7.1 SPECIALISED DELIVERY SURCHARGES

	ABBREV	DEFINITION	SURCHARGE IN RELATION TO COLLECTION AND/OR DELIVERY OF SHIPMENT -
7.1.1	AV	ARMOURED VEHICLE	utilising an Armoured Vehicle or Armed Escort - *Mandatory for all SHIPMENTS with a value in excess of R150,000
7.1.2	CC	COLD CHAIN	utilising a Cold Chain Service (2° to 8°)
7.1.3	EMB	EMBASSY	to an Embassy or Consulate
7.1.4	K&D	KNOCK & DROP	to a Specified Address and any individual present at the Specified Address may sign for receipt of the SHIPMENT or if no person is available at the Specified Address or no person wishes to sign for receipt of the SHIPMENT then the SHIPMENT may be left at the Specified Address
7.1.5	KYC	KYC	in relation to face-to-face deliveries where RAM's PERSONNEL are requested to provide KYC VERIFICATION SERVICES in accordance with the requirements of RICA and/or FICA
7.1.6	RAS	RESTRICTED AREA	to a restricted area which can only be accessed after applying for an access permit such as Conservation areas controlled by the SANParks, National Key Points, Mines or Power Stations
7.1.7	RB	RETAIL BOOKING	Booked Time Delivery at Retail Distribution Centre or Retail Back Door Delivery
7.1.8	TC	TEMPERATURE CONTROLLED	utilising a temperature-controlled vehicle which maintains a temperature of between 15° and 25°
7.1.9	TDR	TENDER	Collection and/or Delivery of a SHIPMENT containing a time definite Tender, RFP, RFQ or RFI to a specified Tender Box or designated RECEIVER
7.1.10	VC	VALUABLE CARGO	COLLECTION and/or DELIVERY of a SHIPMENT containing Valuable Cargo

7.2 GENERAL SURCHARGES

	ABBREV	DEFINITION	SURCHARGE IN RELATION TO -
7.2.1	ADMIN	ADMINISTRATIVE SURCHARGE	e-communication / sms / WHATSAPP, e mail, communications stickers, WAYBILLS etc, including various communications with the RECEIVER in order to assist with the Service Delivery
7.2.2	AH	AFTER HOURS	COLLECTION and/or DELIVERY of any SHIPMENT after 17:00
7.2.3	DA	DRIVE AWAY	All or a portion of the Courier Service on a specific Drive Away Instruction
7.2.4	FO	FAR OUTLYING	COLLECTION and/or DELIVERY of a SHIPMENT to or from a Far Outlying Zone which is generally further than 200 kilometres from such RAM Hub as specified on RAM's Zone List
7.2.5	HR	HIGH RISK AREA SURCHARGE	COLLECTION and/or DELIVERY of a SHIPMENT in the High-Risk areas specified on RAM's Zone List from time to time
7.2.6	ISI	INCORRECT SHIPPING INSTRUCTION	the provision by the Sender of an INCORRECT SHIPPING INSTRUCTION
7.2.7	KYC	KYC SURCHARGE	in relation to KYC Deliveries, the KYC Surcharge set out in the relevant SCS
7.2.8	NON BDS	NON-BUSINESS DAY	COLLECTION and/or DELIVERY of a SHIPMENT on a NON-BUSINESS DAY
7.2.9	PPE	PPE	the cost of Personal Protective Equipment provided by RAM to its PERSONNEL including but not limited to masks, gloves and dispensers of alcohol-based hand sanitiser provided for interactions with the RECEIVER
7.2.10	P108	P108/9	Compliance with Part 108/9 of the Civil Aviation Regulations, 2011, the South African Technical Standards Air Cargo Security 108/9, applicable parts of the National Aviation Security Programme as well as any other relevant aviation



			security regulations
7.2.11	RD	RE-DELIVERY	a non-delivery or failed delivery pursuant to a DELIVERY EXCLUSION
7.2.12	SAT	SATURDAY	COLLECTION and/or DELIVERY of any SHIPMENT on a Saturday
7.2.13	WS	WAYBILL SURCHARGE	WAYBILL Surcharge set out and calculated in accordance with the WAYBILL Surcharge in the SCS

7.3 VARIABLE FUEL SURCHARGES

7.3.1	VFS	VARIABLE FUEL SURCHARGE	RAM Variable Local Fuel Surcharge which shall be calculated in accordance with the Variable Local Fuel Surcharge in the SCS as adjusted on a monthly basis with reference to the listed unleaded petrol price in Gauteng and published on RAM'S WEBSITE - VARIABLE FUEL SURCHARGE
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8 GLOSSARY - SIZE & WEIGHT & EXCEPTIONS

8.1 PACKAGE SIZE & WEIGHT

- 8.1.1 Actual Weight / Maximum weight = 30 kilograms per Parcel.
- 8.1.2 Volumetric/ Maximum Size = {(Length (600mm) x Breadth (400mm) x Height (400mm))}.
- 8.1.3 Unlimited number of Parcels per consignment.

8.2 CALCULATION & EXAMPLES FOR SLA

- 8.2.1 For the purposes of any SLA or Service Level Obligation(SLO), NON-BUSINESS DAY shall not be incorporated when calculating Service Times.

8.2.2	DAY 0	Day of collection of the SHIPMENT by RAM from SENDER if collected before 16:30. Should collection be after 16:30 then the following BUSINESS DAY shall be deemed to be Day 0
8.2.3	DAY 1	Next BUSINESS DAY following collection. Commencement of calculation of SLA
8.2.4	DAY 2	Next BUSINESS DAY following Day 1

- 8.2.5 Accordingly, by way of example, should RAM receive the relevant SHIPMENT for –
- 8.2.5.1 a Local Next Day delivery on the BUSINESS DAY preceding a Weekend or Public Holiday then RAM shall be obliged to have delivered the LOCAL DELIVERY to the RECEIVER on the NBD;
- 8.2.5.2 delivery within 48/72 hours and one of the next days is a NON-BUSINESS DAY, then the NON-BUSINESS DAY/s shall not be included when calculating the Service Times.
- 8.2.6 If a delivery is not completed within the prescribed time due to circumstances which are out of RAM's control, including any, RELIEF EVENT, DELIVERY EXCLUSIONS or INCORRECT SHIPPING INSTRUCTION/s, then, in addition to the payment of the relevant Surcharge the relevant delivery shall not fall within the calculation of the service level requirement.

V. SECTION 5 – RISK, LIABILITY & INSURANCE DEFINITIONS

9 RISK, LIABILITY & INSURANCE

9.1 LIABILITY OPTIONS

9.1.1	FLO	FULL LIABILITY OPTION being a FULL LIABILITY INDEMNITY for an INDEMNIFIED LOSS which shall mean any direct loss due – <ul style="list-style-type: none"> i. relating to CLIENT'S INDEMNIFIED PRODUCTS whilst in transit / conveyance; ii. limited to the DECLARED VALUE FOR LIABILITY or the cost price / value of the SHIPMENT, whichever is the lesser; iii. against pre-payment of a FULL LIABILITY FEE and more specifically detailed in the LIABILITY SCHEDULE
9.1.2	LLO	LIMITED LIABILITY OPTION being a LIMITED LIABILITY INDEMNITY for an INDEMNIFIED LOSS which shall mean any direct loss due to the mysterious disappearance of a CLIENT'S SHIPMENT which shall be - <ul style="list-style-type: none"> i. limited to a maximum amount agreed to by the Parties or the cost price / value of the SHIPMENT, whichever is the lesser; ii. against pre-payment of a LIMITED LIABILITY FEE



		and more specifically detailed in the LIABILITY SCHEDULE
9.1.3	LIABILITY SCHEDULE	The LIABILITY SCHEDULE referred to in the relevant SLA
9.1.4	NLO	<p>NO LIABILITY OPTION, which is the default option in relation to the MLA where CLIENT</p> <ul style="list-style-type: none"> iii. agrees, confirms and accepts that RAM will not be held responsible iv. 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 and howsoever arising or caused and whether direct, indirect, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise, <p>and more specifically detailed in the MLA and/or LIABILITY SCHEDULE</p>
9.2	LIABILITY DEFINITIONS	
9.2.1	SPECIFICALLY EXCLUDED PRODUCTS	<p>shall include-</p> <ul style="list-style-type: none"> i. Second-hand goods; ii. firearms / ammunition; iii. RESTRICTED ITEMS or PROHIBITED ITEMS set out in SCHEDULE 1.2 _ PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE;
9.2.2	SPECIFICALLY EXCLUDED LOSS	<p>shall include any -</p> <ul style="list-style-type: none"> i. 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; or ii. loss, in relation to any SHIPMENT or any document shipped therewith, unless due to gross negligence by RAM or any TP-SP or due to a material breach of any of their respective duties; or iii. any CRIMINAL LOSS, including Loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of CRIMINAL LOSS; iv. loss arising from damage to the SHIPMENT; unless due to the gross negligence or wilful misconduct of RAM v. non-performance or delay, unless caused by RAM or any TP-SP's gross negligence or material breach of any of their respective duties; vi. shortage or mysterious disappearance or unexplained Loss to the Property within any SHIPMENT described herein; or vii. loss to any SHIPMENT of illegal, PROHIBITED PROPERTY or RESTRICTED PROPERTY; or viii. loss arising from the negligence or wilful misconduct of CLIENT or its PERSONNEL; or ix. loss to the SHIPMENT or its contents resulting from – <ul style="list-style-type: none"> a. ordinary leakage, ordinary loss in weight or volume, shrinkage, or ordinary wear and tear; or b. inherent vice, defect or nature of the SHIPMENT or its contents; or x. loss occasioned and/or caused by breach of, or the failure by CLIENT or its PERSONNEL to comply with or fulfil any of its obligations and/or warranties under the AGREEMENT to the extent such breach or failure interferes directly or indirectly, with the performance of RAM's or any TP-SP's obligations; or xi. loss resulting from the delivery of a SHIPMENT to the RECEIVER despite a written special instruction on the reverse side to hold the SHIPMENT until receipt of written release instructions from Shipper, it being recorded that CLIENT is prohibited from providing instructions on the reverse side of any Shipping Instruction; xii. loss resulting from the failure of the RECEIVER to pay any amount, including the



		<p>value of the Property to CLIENT or any other party interested therein; or</p> <p>xiii. indirect, consequential, incidental, Loss, including without limitation, loss of business or profits incurred by the Shipper, pursuant to the performance of RAM's SERVICES;</p> <p>xiv. loss to the contents of any SHIPMENT where such Loss occurred as a result of the Parcel being opened and inspected by appraisers, security PERSONNEL, customs officials or relevant authorities or other Governmental Body; or</p> <p>xv. loss to the extent that such Loss is due to CLIENT failing to comply with its obligations provided in the AGREEMENT; or</p> <p>xvi. loss to Parcels delivered unopened, intact and with no external signs of damage or tampering; or</p> <p>loss arising from or as a result of the acts or omissions of the Shipper, including, without limitation loss pursuant to any of the DELIVERY EXCLUSIONS</p>
9.2.3	SPECIFICALLY EXCLUDED PRODUCTS	<p>shall include</p> <p>i. Second-hand goods;</p> <p>ii. firearms / ammunition;</p> <p>iii. RESTRICTED ITEMS or PROHIBITED ITEMS set out in SCHEDULE 1.2 _ PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE;</p>

VI. SECTION 6– IT PLATFORM & INFORMATION TECHNOLOGY DEFINITIONS

10 INFORMATION TECHNOLOGY

10.1 INFORMATION TECHNOLOGY DEFINITIONS

10.1.1	APP	a self-contained software package or program whose base is in software or the web that is an interface for a task. They can be on a hard drive, the internet, or through a smart phone. APPS allow USERS to perform specific tasks on a mobile or desktop device
10.1.2	BI	Business Intelligence
10.1.3	BIOMETRICS	a technique of personal identification that is based on physical, physiological or behavioural characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition
10.1.4	COMMUNICATION	communications between USER and RAM exchanged by means of an e- communication, fax, telephone, call centre and such other means of communication RAM may allow or use from time to time
10.1.5	CONFERENCE EQUIPMENT	conference telephone, video conferencing or similar communication equipment by means of which all persons participating in a meeting can hear each other at approximately the same time
10.1.6	CONTENT	the content of an electronic communication by a USER, including the content of electronic messages, such as SMS, MMS and email, and web pages requested to the extent that it is not Traffic Data, and references to PERSONAL INFORMATION shall include Content
10.1.7	DATA MESSAGE	<p>data generated, sent, received, or stored by electronic means and includes -</p> <p>i. voice, where the voice is used in an automated transaction; and</p> <p>ii. a stored record;</p> <p>iii. DATA MESSAGES as defined in section 1 of the ECT Act</p>
10.1.8	DERIVATIVE WORK	work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed or adapted and that if prepared without the authorization of the owner of the pre-existing work would constitute an infringement of the proprietary rights of the owner therein



10.1.9	E-COMMUNICATION	<p>an electronic communication in the form of a DATA MESSAGE as defined in the ECT Act and includes the emission, transmission or reception of information of a DATA MESSAGE, including, without limitation -</p> <ul style="list-style-type: none"> i. voice, sound, data, text, video, animation, visual images, moving images and pictures, signals or a combination thereof by means of magnetism, radio or other electromagnetic waves, optical, electro-magnetic systems or any agency of a like nature, whether with or without the aid of tangible conduct, but does not include content service; ii. communications exchanged by means of the RAM IT PLATFORM, email, web-SERVICES and mobile phone (e.g. WIG, WAP, sms)
10.1.10	E-POD	a digitally SIGNED acknowledgment of receipt by the RECEIVER or its duly authorised PERSONNEL on RAM's MOBILE (including SIGN-ON-GLASS) and transmitted to the RAM IT PLATFORM
10.1.11	E-SIGNATURE	Electronic Signature utilizing Digital Signature Technology combined with an audit trail, tamper-sealing, authentication and security as contemplated in Section 13(2) of the ECT Act which includes data attached to, incorporated in or logically associated with other data and which is intended by the USER to serve as a signature
10.1.12	GEOLOCATION	the identification of the real-world geographic location of an object, such as a place of residence, radar source, mobile phone or Internet-connected computer terminal. In its simplest form geolocation involves the generation of a set of geographic coordinates and is closely related to the use of positioning systems, but its usefulness is enhanced by the use of these coordinates to determine a meaningful location, such as a street address
10.1.13	IT	Information Technology
10.1.14	LOCATION DATA	any data PROCESSED in an electronic communications network, indicating the geographic position of the terminal equipment of a USER of a publicly available electronic communications service, geographic location derived from mobile network cell ID data, and coordinates provided by GPS, pico-cell, femto-cell or Wi-Fi hotspots with known or presumed coordinates for the cells or hotspots to which USERS are connected, and references to PERSONAL INFORMATION shall include Location Information
10.1.15	MOBILE COMPUTERS	Mobile Computer hardware provided by RAM to its PERSONNEL for the purposes of attending to their duties, including providing the Courier Service and administrative activities, which Mobile Computers include RAM's Mobile, Smart Phone, Palm device, Tablet, Laptop or Computer
10.1.16	OCR	Optical Character Recognition being the electronic conversion of images of typed, handwritten or printed text into machine-encoded text
10.1.17	OTP	a one-time password (OTP) which is valid for only one login session or transaction, on a computer system or other digital device including the RAM Mobile
10.1.18	PAPERLESS DELIVERIES	a delivery in which no hardcopy or printed documentation is used. All documentation including POD, KYC Documentation are transmitted electronically
10.1.19	.PDF	portable document format
10.1.20	SIGNED	shall include handwritten signature and/or E-SIGNATURE and SIGNED shall have the corresponding meaning
10.1.21	SMS	short message service
10.1.22	USER	<p>unless otherwise specifically stated, in relation to in relation to the RAM IT PLATFORM –</p> <ul style="list-style-type: none"> i. CLIENT (s) and/or SHIPPER(s) and/or CLIENT (s) Customer(s) authorised to use the RAM IT PLATFORM and to exchange communications and, where applicable, includes such person's duly authorised representative(s); ii. RAM PERSONNEL authorised to use the RAM IT PLATFORM and to exchange



		<p>communications;</p> <p>iii. any RAM Affiliate or Service Partner authorised to use the RAM IT PLATFORM and to exchange communications and, where applicable, includes such person's duly authorised representative(s);</p> <p>any other persons who assist in the carrying on the business of RAM</p>
10.1.23	USER ID&PIN	a USER's personal identification number and internet pin number which must be used to access the RAM IT PLATFORM
10.1.24	WRITING	any hand-written, type-written or printed statement, duly SIGNED by the Authorized Representatives of any PARTY
10.2	RAM IT PLATFORM DEFINITIONS	
10.2.1	RAM HARDWARE	any computer hardware, terminal/s or printers owned and/or controlled by RAM and installed at CLIENT's premises to be used by CLIENT / USER in connection with the RAM-IT
10.2.2	RAM-IT	collectively and/or individually, as the case may be, RAM's HARDWARE and RAM's SOFTWARE
10.2.3	RAM IT PLATFORM	<p>shall include -</p> <ul style="list-style-type: none"> i. APP.RAM; including all its constituent APPS; ii. RAM's Mobile Software APPS; iii. RAM'S WEBSITE; iv. RAM'S HARDWARE & RAM'S SOFTWARE; v. RAM's MOBISITE; vi. RAM MANUAL; vii. all the designs, methods, methodology, PROCESSES, procedures, specifications, technology, know-how, working instructions, technical data, and all related information required to conduct the RAM Business and provide the SERVICES; <p>including all Derivative Work, amendments and improvements thereto, which are in the possession of RAM from time to time</p>
10.2.4	RAM MANUAL	<p>the RAM Group's published RAM MANUAL which consists of –</p> <ul style="list-style-type: none"> i. Code of Conduct - General Code of Conduct to provide general guidelines indicating the standard of behaviour required of all RAM PERSONNELS of any of the Companies within RAM; ii. Standards Manual - Standards containing rules, regulations, policies and procedures relating to different companies, divisions, departments and / or business units within the RAM Group. <p>The RAM MANUAL is published on the RAM IT PLATFORM. Accordingly, all RAM PERSONNELS have access to the RAM MANUAL and are expected to abide by the relevant codes, rules, regulations and standards as reasonably amended by RAM from time to time.</p>
10.2.5	RAM MOBILE	RAM's Mobile Electronic Handheld Device(s) used by RAM's PERSONNEL to provide the SERVICES
10.2.6	RAM MOBILE SOFTWARE APP	RAM's MOBILE SOFTWARE APP utilised on mobile electronic handheld devices, including smartphones which are used by couriers in providing the SERVICES
10.2.7	RAM MOBISITE	RAM's RECEIVER ENGAGEMENT MOBILE APP website built for use on a mobile device, which enables real-time, electronic and proactive communication between RAM and the RECEIVER of the SHIPMENT
10.2.8	RAM SOFTWARE	the computer software developed and owned and/or controlled by RAM used in connection with the RAM IT PLATFORM
10.2.9	RAM WEBSITE	RAM'S WEBSITE on the world wide web being URL – www.ram.co.za , (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



10.3 **APP.RAM**

The utilisation of all Apps are based on User Specific Permissions

	APP NAME		DESCRIPTION	INTERNAL / CLIENT FACING
10.3.1	APP.RAM		RAM's web-based Portal where internal and external Users can have access based on	Internal / External
10.3.2	BILLING		PROCESS and handle invoices for billing.	Internal
10.3.3	CSD PORTAL		RAM Customer Service System	Internal
10.3.4	E-LEARNING		e-Learning Portal which is used to effectively manage, educate and train RAM PERSONNEL and includes the RAM MANUAL as amended from time to time	Internal
10.3.5	OPS MONITOR		provides a real-time view of last-mile deliveries and collections, including status, progress and exceptions.	Internal
10.3.6	RATES MANAGER		RAM Rates management App used to manage CLIENT SCS / Rate Cards.	Internal
10.3.7	RMS PORTAL OR TMS		RAM's TRANSPORT MANAGEMENT SOFTWARE utilised by RAM for the COURIER SERVICES delivery lifecycle	Internal
10.3.8	SERVICE MANAGER		the Service Manager is a workflow engine used to improve and streamline the management of day-to-day operations	Internal



10.4 CONSTITUENT APPS OF APP.RAM

These Apps form part of some of the Apps above and are also based on User Specific Permissions

	APP NAME	DESCRIPTION	INTERNAL / CLIENT FACING
10.4.1	AVT	RAM's Address Validation Tool being an online system which allows a USER to capture and verify a delivery address. The system validates, autocompletes, cleans and geo-locates the address prior to saving. This ensures that deliveries reach the intended Receiver without any issues, avoiding delays and errors.	External
10.4.2	CHANGE OF ADDRESS	Review and assess changes in delivery addresses and updates the end of month billing details for clients.	Internal
10.4.3	CLIENT CONFIGURATION	Configure the custom consigning flows for accounts in the consign app.	Internal
10.4.4	CONSIGN	Create, edit and weigh consignments.	Internal / External
10.4.5	CUSTOMER PORTAL	The RAM Customer Portal is a transactional and reporting environment for clients.	Internal / External
10.4.6	GSRD	The Global Sender and Receiver Directory used for the import and management of all customers.	Internal
10.4.7	IMPORTED CONSIGNMENT	Manage your imported consignments by confirming and validating delivery data. Fix any potential problem before it gets to the Receiver.	Internal / External
10.4.8	INFOSLIPS	InfoSlips software APP which designs, composites and distributes documents that deliver rich, interactive and engaging CLIENT documents including financial information, invoices, statements and remittances, as well as service and operational reports and trends	Internal/External
10.4.9	MANAGE MY ACCOUNT	Configure the custom consigning flows for accounts in the consign APP.	Internal
10.4.10	MATFLO	the Matflo Core Warehouse Management System/WCS Application Software utilised by RAM to provide Warehouse Management SERVICES	Internal
10.4.11	PERMISSIONS	manage and assign permissions to USERS.	Internal
10.4.12	PRINTER CONFIG APP	Configure and manage printer settings	Internal
10.4.13	QUERY MANAGER	RAM's Query & Service Manager which <ul style="list-style-type: none"> i. manages the workflow and tasks associated with the resolution of queries and requests related to the delivery of a SHIPMENT ii. updates and resolve case exceptions on deliveries to ensure the consignment can be delivered to the RECEIVER. 	Internal / External
10.4.14	VALUES MONITORING	Monitor and track linehaul departures.	Internal



VII. SECTION 7– CONFIDENTIALITY & POPIA DEFINITIONS

11 CONFIDENTIALITY & POPIA

11.1 CONFIDENTIALITY & DEFINITIONS

11.1.1	CONFIDENTIAL INFORMATION	<p>any information or data which by its nature or content is identifiable as confidential and/or proprietary to the DISCLOSING PARTY, and which the DISCLOSING PARTY or any person acting on behalf of the DISCLOSING PARTY may disclose or provide to the RECEIVING PARTY, or which may come to the knowledge of the RECEIVING PARTY by whatsoever means.</p> <p>Without limitation, Confidential Information shall include the following, even if it is not marked as being “confidential”, “restricted” or “proprietary” (or any similar designation) –</p> <ol style="list-style-type: none">i. information relating to the DISCLOSING PARTY’s current and existing strategic objectives and plans for both its existing and future business and its Corporate Opportunities;ii. the financial details of the DISCLOSING PARTY’s Customers (including Service Cost Schedules, Rate Cards, credit and discount terms) and the DISCLOSING PARTY’s relationship with its business associates;iii. the names of prospective Customers of the DISCLOSING PARTY and their requirements;iv. information relating to the DISCLOSING PARTY’s business activities, business relationships, products, SERVICES, PROCESSES, data and staff;v. information contained in or constituting the DISCLOSING PARTY’s information technology hardware or software, including hardware or software in the DISCLOSING PARTY’s possession which is proprietary to third parties and operated by it under lease, loan, license or other agreement and associated material;vi. the DISCLOSING PARTY’s technical, scientific, commercial, financial and market information and trade secrets;vii. the DISCLOSING PARTY’s data concerning its business relationships, architectural information, demonstrations, PROCESSES and machinery;viii. Intellectual Property that is proprietary to the DISCLOSING PARTY or that is proprietary to a third party and in respect of which the DISCLOSING PARTY has rights of use or possession, including data relating to Customers of the DISCLOSING PARTY;ix. the DISCLOSING PARTY’s plans, designs, drawings, PROCESSES, PROCESS maps, functional and technical requirements and specifications;x. information concerning faults or defects in the DISCLOSING PARTY’s systems, hardware and/or software or the incidence of such faults or defects;xi. agreements to which the DISCLOSING PARTY is a party;xii. information relating to the DISCLOSING PARTY’s network, telecommunications SERVICES and facilities including information concerning faults or defects therein or the incidence of such faults or defects;xiii. any and all methodologies, formulae, related information and trade secrets of the DISCLOSING PARTY;xiv. the business plans, strategy documents, financial information (including valuations, forecasts and costings) and business PROCESS outsourcing knowledge of the DISCLOSING PARTY;xv. information relating to any dispute between the Parties resulting from the AGREEMENT;xvi. information relating to any fault or defect in any aspect of the business of the DISCLOSING PARTY, irrespective of whether the DISCLOSING PARTY knows about such fault or defect; and <p>other matters which relate to the business of the DISCLOSING PARTY and in respect of</p>
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		which information is not readily available in the ordinary course of business to a competitor of the DISCLOSING PARTY
11.1.2	DISCLOSING PARTY	either CLIENT or RAM as the case may be, any AFFILIATE of either of them or any third party (including any Customer) which discloses any CONFIDENTIAL INFORMATION to the RECEIVING PARTY
11.1.3	DOCUMENTATION	in relation to either PARTY'S CONFIDENTIAL INFORMATION, any written instructions, drawings, notes, memoranda, records, specifications, characteristics, features, schematics, electrical, blueprints, flow diagrams, mechanicals, and other drawings or documentation owned and/or controlled by the relevant PARTY and used in connection with the Business
11.1.4	INTELLECTUAL PROPERTY	<p>all intellectual property rights and interests (whether registered or unregistered and whether capable of protection by registration or not) used by or in connection with the SERVICES, and all equivalent forms of protection, as well as all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights, including the following -</p> <ol style="list-style-type: none"> i. all inventions (whether patentable or unpatentable) and whether or not reduced to practice, all improvements thereto, and all patents, patent applications and patent disclosures, together with all revisions, extensions and re-examinations thereof; ii. all trademarks, devices, logos, service marks, trade dress, trade names (including the Name) and corporate names (including all domain names, internet and intranet names, addresses, icons and other designations useful to identify or locate any PARTY on a computer network such as the worldwide web), URL (Uniform Resource Locator) together with all translations, adaptations, derivations and combinations thereof, as well as all applications, registrations and renewals in connection therewith; iii. all works capable of copyright, all copyright and all applications, registrations and renewals in connection therewith (where applicable); iv. all know-how, confidential information, trade secrets and business information, including ideas, research and development, formulae, compositions, manufacturing and production PROCESSES and techniques, technical data, designs, drawings, specifications, customer and supply lists, pricing and cost information, and business and marketing plans and proposals; v. all patterns, designs, design applications and registrations; vi. all computer software (including modules, applications, routines, scripts and related documentation); vii. invention, discovery, or improvement, modification, know-how, technique, method, methodology, procedures, specifications, recipes, working instructions, technical data, writing, work of authorship, PROCESS, design, or data, whether or not patented, patentable, copyrightable or reduced to practice, including any inventions, discoveries, improvements, modification, know-how, technique, methodology, writing, work of authorship, design or data embodied or disclosed in any: (a) computer source codes (human readable format) & object codes (machine readable format); (b) specifications; (c) manufacturing, assembly, test, installation, service and inspection instructions and procedures; (d) engineering, programming, service and maintenance notes and logs; (e) technical, operating and service and maintenance manuals and data; (f) hardware reference manuals; (g) user documentation, help files or training materials; and (v) goodwill related to any of the foregoing; viii. all other proprietary rights; and ix. all copies and tangible embodiments of any of the foregoing, in each instance in whatever form or medium



11.1.5	MATERIAL	any direct or indirect expression of thought or of an idea or of a combination of thoughts and ideas in MATERIAL form, any data in MATERIAL form and all reports, Documentation, information, software or inventions, irrespective of the media on which they occur, and includes all PROCESS maps in whatsoever medium, written and printed MATERIAL, micro-graphic and other reproductions of the written word, depiction and pictorial MATERIAL, and audio-visual, machine-readable and other information
11.1.6	MEDIA	a physical object likely to be PROCESSED in an Information System and on which information may be recorded or from which they may be retrieved
11.1.7	RAM -IP	RAM's Intellectual Property including the - <ul style="list-style-type: none"> i. RAM Technology including RAM's IT PLATFORM, APP.RAM and its constituent APPS; ii. RAM MARKS; together with all amendments, updates and improvements thereto, which are in the possession of RAM from time to time
11.1.8	RAM MARKS	the trademarks, names, designs and/or logos whether registered or not, which are owned by or licensed to RAM from time to time
11.1.9	RECEIVING PARTY	either CLIENT or RAM as the case may be, any AFFILIATE of either of them or any third party (including any Customer) which receives any CONFIDENTIAL INFORMATION from the DISCLOSING PARTY

11.2 POPIA SPECIFIC DEFINITIONS

11.2.1	CONSENT	means any voluntary, specific and informed expression of will in terms of which permission is given for the PROCESSING of PERSONAL INFORMATION
11.2.2	DATA SUBJECT	means the person to whom PERSONAL INFORMATION relates
11.2.3	DE-IDENTIFY	in relation to PERSONAL INFORMATION of a DATA SUBJECT, means to delete any information that - <ul style="list-style-type: none"> i. identifies the Data Subject; ii. be used or manipulated by a reasonably foreseeable method to identify the DATA SUBJECT; or iii. can be linked by a reasonably foreseeable method to other information that identifies the DATA SUBJECT, and "DE-IDENTIFIED" has a corresponding meaning
11.2.4	DIRECT MARKETING	to approach a DATA SUBJECT, either in person or by mail or electronic communication, for the direct or indirect purpose of - <ul style="list-style-type: none"> (a) promoting or offering to supply, in the ordinary course of business, any goods or SERVICES to the DATA SUBJECT; or (b) requesting the DATA SUBJECT to make a donation of any kind for any reason
11.2.5	INFORMATION SYSTEMS	all systems used to access, store or otherwise PROCESS PERSONAL INFORMATION, including temporary files
11.2.6	JUDICIAL DATA	any PERSONAL INFORMATION PROCESSED in the context of judicial administration or judicial investigation
11.2.7	OPERATOR	a person who PROCESSES PERSONAL INFORMATION for a RESPONSIBLE PARTY in terms of a contract or mandate, without coming under the direct authority of that party
11.2.8	PERSONAL INFORMATION	in relation to POPIA, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to - <ul style="list-style-type: none"> i. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;



		<ul style="list-style-type: none"> ii. information relating to the education or the medical, financial, criminal or employment history of the person; iii. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; iv. the biometric information of the person; v. the personal opinions, views or preferences of the person; vi. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; vii. the views or opinions of another individual about the person; and viii. the name of the person if it appears with other PERSONAL INFORMATION relating to the person or if the disclosure of the name itself would reveal information about the person
11.2.9	POPIA	PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT 4 OF 2013)
11.2.10	PROCESSING	<p>in relation to POPIA, means any operation or activity or any set of operations, whether or not by automatic means, concerning PERSONAL INFORMATION, including-</p> <ul style="list-style-type: none"> i. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; ii. dissemination by means of transmission, distribution or making available in any other form; or iii. merging, linking, as well as restriction, degradation, erasure or destruction of information
11.2.11	RECORD	<p>means any recorded information -</p> <ul style="list-style-type: none"> (a) regardless of form or medium, including any of the following – <ul style="list-style-type: none"> (i) writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced; (b) in the possession or under the control of a RESPONSIBLE PARTY; (c) whether or not it was created by a RESPONSIBLE PARTY; and <p>regardless of when it came into existence</p>
11.2.12	RE-IDENTIFY	<p>in relation to PERSONAL INFORMATION of a DATA SUBJECT, means to resurrect any information that has been de-identified, that -</p> <ul style="list-style-type: none"> (a) identifies the DATA SUBJECT; (b) can be used or manipulated by a reasonably foreseeable method to identify the DATA SUBJECT; or (c) can be linked by a reasonably foreseeable method to other information that identifies the DATA SUBJECT, <p>and "re-identified" has a corresponding meaning</p>
11.2.13	REGULATIONS	the Regulations dated 14 December 2018
11.2.14	REGULATOR	the Information Regulator, as set out in section 112(2) of POPIA



11.2.15	RESPONSIBLE PARTY	in relation to POPIA, means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for PROCESSING PERSONAL INFORMATION
11.2.16	SPECIAL PERSONAL INFORMATION	means PERSONAL INFORMATION as referred to in section 26 of POPIA
11.2.17	SUBMIT	means Submit by – i. DATA MESSAGE; ii. E-COMMUNICATION; iii. registered post; iv. electronic mail; v. facsimile; and vi. personal delivery
11.2.18	SECURITY DOCUMENT	the document containing the Security Plan
11.2.19	SECURITY PLAN	the measures adopted to comply with minimum security requirements
11.2.20	SECURITY MEASURES	reasonable Technical Security Measures to protect the DATA SUBJECTS Information against unlawful, unauthorised or accidental destruction or against damage, loss, accidental loss, alteration, unauthorised disclosure or access, in particular, where PROCESSING involves the transmission of the DATA SUBJECTS Information over a network, and includes all other unlawful forms of PROCESSING
11.2.21	TERRORIST & RELATED ACTIVITIES	for purposes of subsection (1)(c) of POPI, means those activities referred to in section 4 of the Protection of Constitutional Democracy against Terrorist and Related Activities Act No. 33 of 2004
11.2.22	TRAFFIC DATA	any data PROCESSED for the purpose of the conveyance of a communication on an electronic communications network or for the billing thereof, and references to Personal Information shall include Traffic Data
11.2.23	UNIQUE IDENTIFIER	any identifier that is assigned to a DATA SUBJECT and is used by a RESPONSIBLE PARTY for the purposes of the operations of that RESPONSIBLE PARTY and that uniquely identifies that DATA SUBJECT in relation to that RESPONSIBLE PARTY



VIII. SECTION 8 – GENERAL LEGISLATIVE DEFINITIONS

12 GENERAL LEGISLATIVE DEFINITIONS

12.1	AMENDED CODES	the Amended B-BBEE Codes of Good Practice gazetted by the Department of Trade and industry on 21 October 2013 under Government Gazette No. 36928 in terms of section 9(1) of the B-BBEE Act or any other codes of good practice which are gazetted in terms of section 9(1) of the B-BBEE Act which may be applicable to RAM from time to time
12.2	BB-BEE	Broad-Based Black Economic Empowerment, as defined in the BB-BEE Act
12.3	BB-BEE ACT	Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
12.4	BEE LEGISLATION	collectively, the BB-BEE Act, the B-BBEE Regulations, 2016 promulgated thereunder, the Amended Codes, the Road Freight Sub-Sector Code, the Preferential Procurement Policy Framework Act No. 5 of 2000, and the Preferential Procurement Regulations, 2017, promulgated thereunder, and any other law, license, sector code of good practice on B-BBEE, and any other law, license, condition, regulation (mandatory or voluntary) or practice relating to B-BBEE
12.5	COIDA	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
12.6	COMPANIES ACT	Companies Act, 2008 (Act No. 71 of 2008) and shall include the provisions of the Companies Act, 1973 (Act No. 61 of 1973) that have not been repealed
12.7	COMPETENT AUTHORITY	a government or any division thereof and any ministry or governmental, quasi-governmental, transport or road traffic regulator or other regulatory department, body, instrumentality, agency or authority or any division thereof having jurisdiction over - <ul style="list-style-type: none"> x. the AGREEMENT; xi. a PARTY to the AGREEMENT; xii. the SERVICES; or xiii. any transaction contemplated by the AGREEMENT
12.8	CPA	Consumer Protection Act, 2008 (Act 68 of 2008)
12.9	DMA	Disaster Management Act, 2002 (Act No. 57 of 2002)
12.10	ECT ACT	Electronic Communications and Transactions Act, 2002 (Act 25 of 2002)
12.11	INCOME TAX ACT	Income Tax Act, 1962 (Act No. 58 of 1962)
12.12	INSOLVENCY ACT	Insolvency Act, 1936 (Act No. 24 of 1936)
12.13	FAIS	Financial Advisory and Intermediary SERVICES Act, 2003 (Act 37 of 2002)
12.14	FICA	Financial Intelligence Centre Act, 2001 (Act 38 of 2001)
12.15	GOVERNMENTAL BODY	shall mean any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental, quasi-governmental or regulatory body of any nature, including any Competent Authority, governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, organization, unit, or body, or (d) court, public or private arbitrator or other public tribunal
12.16	KYC	Know Your CLIENT/ Customer
12.17	KYC DOCUMENTATION	KYC Documentation required for FICA or RICA, which may include an Identification Document and/or Proof of Residence
12.18	LAWS	all legislation, international law, provisions of constitutions, statutes, regulations, directives, orders, notices, promulgations, regulations, orders and/or other decrees of



		any Governmental Body or instrumentality of any of them which principally performs governmental functions which have force of law and which it would be an offence (or evoke an administrative penalty) not to obey and the common law, as amended, replaced, re-enacted, re-stated or re-interpreted from time to time of the countries, states or other international jurisdictions where the SERVICES may be performed or where the SHIPPING INSTRUCTION may be executed
12.19	LRA	Labour Relations Act, 1995 (Act 66 of 1995)
12.20	NBCRFLI	National Bargaining Council for the Road Freight and Logistics Industry
12.21	NBCRFLI AGREEMENT	Memorandum of Agreement entered into between the Motor Transport Workers Union, Professional Transport and Allied Workers Union of South Africa, South African Transport and Allied Workers Union, Transport and Allied Workers Union and Road Freight Employers Association, as amended from time to time
12.22	NCA	National Credit Act, 2005 (Act 34 of 2005)
12.23	PAIA	Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
12.24	PCCA	Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)
12.25	OHSA	Occupational Health and Safety Act, 1993 (Act 85 of 1993)
12.26	POCA	Prevention of Organized Crime Act, 1998 (Act 121 of 1998)
12.27	PUBLIC HOLIDAYS ACT	Public Holidays Act, 1994 (Act No 36 of 1994)
12.28	PUBLIC HOLIDAY	a Public Holiday as defined in the Public Holidays Act and shall include any day regarded as a paid holiday as contemplated in the NBCRFLI Agreement
12.29	RICA	Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act 70 of 2002)
12.30	SANPARKS	South African National Parks, a statutory institution in terms of the National Environmental Management: Protected Areas Act no 57 of 2003
12.31	SH&E	Safety Health & Environment
12.32	SOUTH AFRICA	Republic of South Africa
12.33	VAT ACT	Value Added Tax Act, 1991 (Act 89 of 1991)



IX. SECTION 9– GENERAL INTERPRETATION

13 GENERAL INTERPRETATION

- 13.1 Unless expressly provided to the contrary or inconsistent with the context, a reference in the AGREEMENT to -
- 13.1.1 the **AGREEMENT** or any other agreement, document or instrument shall be construed as a reference to the AGREEMENT or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;
- 13.1.2 a clause or an annexure is to a clause or an annexure to the AGREEMENT;
- 13.1.3 "**Laws**" means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards, policies, voluntary restraints, guidelines, directives, compliance notices, abatement notices, agreements with, requirements of, or instructions by any Governmental Body, and the common law, and "**law**" shall have a similar meaning;
- 13.1.4 a "**person**" includes any natural person, firm, company, corporation, close corporation, body corporate, juristic person, unincorporated association, government, state, agency of a state, association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);
- 13.1.5 a "**subsidiary**" or a "**holding company**" shall be references to a subsidiary or holding company as defined in the Companies Act (and shall include, for the avoidance of doubt, direct and indirect subsidiaries and direct and indirect holding companies), save that the interpretation and application of these definitions in the Companies Act shall not be limited to South African companies;
- 13.1.6 any one gender includes the other genders;
- 13.1.7 the singular includes the plural and vice versa;
- 13.1.8 any number of prescribed days shall be determined by excluding the first and including the last day or, where the last day is a day that is not a BUSINESS DAY, the next BUSINESS DAY;
- 13.1.9 a statutory provision includes any subordinate legislation made from time to time under that provision as modified or re-enacted from time to time as far as such modification or re-enactment applies, or is capable of applying, to the AGREEMENT;
- 13.1.10 the words "**including**", "**include**", "**in particular**" or "**inter alia**" followed by a specific example shall be construed by way of example or emphasis only and shall not be construed as limiting the generality of any preceding words, and the eiusdem generis rule shall not be applied in the interpretation of such specific example; and
- 13.1.11 the words "**other**" or "**otherwise**" shall not be construed eiusdem generis with any foregoing words where a wider construction is possible.
- 13.2 All the headings and sub-headings in the AGREEMENT are incorporated for convenience and reference only and shall be ignored for the purposes of interpreting the AGREEMENT.
- 13.3 A word or an expression (**term**) which is defined in a particular Clause, SHIPPING INSTRUCTION, Annexure or Schedule to the AGREEMENT, unless it is clear from the Clause, SHIPPING INSTRUCTION, Annexure or Schedule in question that application of the term is to be limited to the relevant Clause, SHIPPING INSTRUCTION, Annexure or Schedule, shall bear the meaning ascribed to it in such clause SHIPPING INSTRUCTION, Annexure or Schedule for all purposes of the AGREEMENT, notwithstanding that that term has not been defined in this INTERPRETATION SCHEDULE. Where there is any inconsistency between any term defined in this INTERPRETATION SCHEDULE and any term defined in any other Clause, SHIPPING INSTRUCTION, Annexure or Schedule in the AGREEMENT, then for the purposes of construing such Clause, SHIPPING INSTRUCTION, Annexure or Schedule, the term as defined in such Clause, SHIPPING INSTRUCTION, Annexure or Schedule shall prevail.
- 13.4 Each of the provisions of the AGREEMENT has been negotiated by the Parties and drafted for the benefit of all the Parties, and accordingly no rule of construction (including the *contra proferentum* rule) may be applied to the disadvantage of a PARTY because that PARTY was responsible for, or participated in, the preparation or drafting of the AGREEMENT or any part of it.
- 13.5 If a definition in this INTERPRETATION SCHEDULE. or elsewhere in the AGREEMENT confers substantive rights or imposes substantive obligations on a PARTY, such rights and obligations shall be given effect to and shall be enforceable as substantive provisions of the AGREEMENT, notwithstanding that they are contained in that definition.



- 13.6 Any reference to an enactment, regulation or by-law is to that enactment, regulation or by-law as at the Signature Date, and as amended or re-amended from time to time.
- 13.7 Unless the context clearly indicates a contrary intention, all accounting terms used in the AGREEMENT shall be interpreted, and all accounting classifications and determinations under it shall be made, in accordance with International Financial Reporting Standards.
- 13.8 Unless otherwise provided, defined terms appearing in the AGREEMENT in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 13.9 If the due date for performance of any obligation in terms of the AGREEMENT is a day which is not a BUSINESS DAY, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding BUSINESS DAY.
- 13.10 Where figures in the AGREEMENT are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 13.11 References in the AGREEMENT to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 13.12 No provision of the AGREEMENT shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a PARTY.
- 13.13 The expiration or termination of the AGREEMENT shall not affect such of the provisions of the AGREEMENT as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 13.14 Any provision imposing a restraint, prohibition or restriction on any PARTY shall be so construed that the relevant PARTY is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody employed by the relevant PARTY, including the PARTY's subsidiaries and the PARTY's PERSONNEL.
- 14 PRINCIPALS & AFFILIATES**
- 14.1 The Parties acknowledge that RAM may provide SERVICES to AFFILIATES and / or multiple principals (hereinafter referred to as "**Principals**") and that each AFFILIATE and/or PRINCIPAL will enter into a separate Service Level Agreement/s (**SLA's**) with both CLIENT and RAM.
- 14.2 The Parties agree that all SLAs entered into between RAM, CLIENT and the AFFILIATE(S) and/or PRINCIPAL(S) shall be subject to and fall under the umbrella of the AGREEMENT.
- 14.3 The terms and conditions of the AGREEMENT shall apply to all SLAs, unless explicitly stated otherwise in the individual SLAs.
- 14.4 The Parties further agree that any conflict or inconsistency between the provisions of the AGREEMENT and the SLAs shall be resolved on the basis that, should there be -
- 14.4.1 a conflict, the provisions of the individual SLAs shall prevail over conflicting provisions in the AGREEMENT.
- 14.4.2 an inconsistency that does not amount to a conflict, the Parties shall make reasonable efforts to reconcile the inconsistencies and ensure that the intent and purpose of both the individual SLAs and this AGREEMENT are upheld.
- 14.5 The Parties acknowledge that the SLAs may contain specific terms and conditions that are unique to each AFFILIATE and/or PRINCIPAL requirements, such as pricing, service specifications, performance metrics, and termination provisions. These specific terms and conditions shall be outlined in the individual SLAs and shall supplement the provisions of this AGREEMENT.
- 14.6 Any amendments, modifications, or additions to the SLAs shall be made in writing and duly executed by all Parties involved. Such amendments, modifications, or additions shall be considered an integral part of the respective SLAs and shall be subject to the terms and conditions of this AGREEMENT.
- 14.7 The Parties agree to maintain open communication and cooperation to ensure the effective implementation and management of the SLAs within the framework of the AGREEMENT.
- 14.8 This clause shall survive the termination or expiration of any individual SLA and shall continue to govern the relationship between the Parties with respect to the integration of SLAs under the AGREEMENT.