

**RAM'S T'S&C'S OF SERVICE**

IN RELATION TO

**RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED**

AND

**RAM GROUP**

**COURIER & EXPRESS PARCEL LOGISTICS SERVICES**



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## I. SECTION I – TERMS AND CONDITIONS

### 1 INTRODUCTION & INTERPRETATION

- 1.1 RAM's IT PLATFORM (which can be accessed at [www.ram.co.za](http://www.ram.co.za)) includes RAM's WEBSITE, RAM's MOBISITE and related SOFTWARE APPLICATIONS and incorporates RAM's Portal which uses business intelligence tools to report on what SERVICES You have requested (collectively "RAM's IT PLATFORM").
- 1.2 RAM's IT PLATFORM is owned and operated by RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED and the various companies within the RAM GROUP ("RAM", "we", "us" and "our").
- 1.3 These T's&C's govern RAM's COURIER & EXPRESS PARCEL SERVICES ("SERVICES") being the SHIPPING INSTRUCTION, collection, transportation and delivery of SHIPMENTS utilising RAM's IT PLATFORM.
- 1.4 These T's&C's are binding and enforceable against every person that accesses or uses RAM's IT PLATFORM, ("YOU", "YOUR", "CLIENT" or "USER"), including each USER who registers as contemplated in 4 ("REGISTERED USER").

### 2 INTERPRETATION & ASSOCIATED DOCUMENTS

- 2.1 These T's&C's use definitions and defined terms listed in [RAM'S INTERPRETATION SCHEDULE](#) which is available on RAM's IT PLATFORM.
- 2.2 The provisions of the [RAM'S INTERPRETATION SCHEDULE](#) relating to interpretation shall apply and the expressions defined in such document shall bear the meanings assigned to them therein.
- 2.3 By using RAM's IT PLATFORM and by clicking on the "REGISTER Now" button on RAM's IT PLATFORM, YOU acknowledge that YOU have read and agree to be bound by -
- 2.3.1 these T's&C's;
- 2.3.2 [RAM'S INTERPRETATION SCHEDULE](#);
- 2.3.3 [RAM'S PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE](#);
- 2.3.4 [RAM'S IT PLATFORM USE & PRIVACY POLICY](#);
- 2.3.5 [RAM DATA PROCESSING & PRIVACY SCHEDULE](#);
- collectively hereinafter be referred to as the "AGREEMENT".
- 2.4 The [SCHEDULES](#) referred to in 2.3.2, 2.3.4, 2.3.5 and 2.3.5 ("[SCHEDULES](#)") are incorporated by reference and are very important. Please read them carefully.
- 2.5 These T's&C's are in respect of and an integral part of the SERVICES requested by YOU and rendered by RAM.
- 2.6 Clause headings in these T's&C's are inserted for convenience only and shall not be used in its interpretation.

### 3 WELCOME TO RAM

- 3.1 Thank you for using RAM's SERVICES. The SERVICES are provided by a member of the RAM GROUP and/or 3<sup>rd</sup> Party Service Providers and/or sub-contractors ("3P-SP") such as air-cargo operators, last mile delivery agents, linehaul operators and PUDO points(as defined in [RAM'S INTERPRETATION SCHEDULE](#)).
- 3.2 By using the SERVICES, YOU are agreeing to these T's&C's.
- 3.3 RAM's SERVICES are very diverse, so sometimes additional terms or requirements (including age requirements) may apply. Additional terms will be available with the relevant SERVICES and those additional terms become part of your agreement with us if YOU use those SERVICES.
- 3.4 RAM's SERVICES are transacted and provided subject to the terms of the AGREEMENT.

### 4 REGISTRATION & USE OF RAM'S IT PLATFORM

- 4.1 Registration and the use of RAM's IT PLATFORM is governed by [RAM'S IT PLATFORM USE & PRIVACY POLICY](#).
- 4.2 RAM's IT PLATFORM permits You to, *inter alia*, obtain quotations, request SERVICES, complete SHIPPING INSTRUCTIONS and Track & Trace all SHIPMENTS.
- 4.3 By logging on to RAM's IT PLATFORM, You confirm that You have read and understand the relevant terms and conditions applicable to dealing with RAM over the internet, namely [RAM'S IT PLATFORM USE & PRIVACY POLICY](#).
- 4.4 You nominate the Person who Registers as the REGISTERED USER together with the email address and contact number of the the REGISTERED USER as Your Authorised Representative.

### 5 SERVICES

- 5.1 RAM and/or each 3P-SP (as the case may be) –
- 5.1.1 are private contract carriers and not common, governmental or parastatal carriers;
- 5.1.2 shall provide the SERVICES in accordance with this AGREEMENT;



- 5.1.3 shall be entitled to assume the authenticity of, and to act in reliance upon, any document appearing to them to be authentic in accordance with the customs and practice of the trade, including, the SHIPPING INSTRUCTION, WAYBILL, any POD, other written acknowledgment of receipt of a SHIPMENT or any written release order by a RECEIVER;
- 5.1.4 shall select the method of transport, carriage and handling to be used for the provision of the SERVICES or any aspect thereof;
- 5.1.5 do not guarantee that written and/or verbal request for special conditions or special delivery instructions will result in any specific method being employed; and
- 5.1.6 are independent corporate, juristic or other business entities and are not liable for the debts or obligations of each other. No 3P-SP is authorized to accept service of legal process for or on behalf of RAM or any other 3P-SP.
- 5.2 The SERVICES may be executed by RAM itself, or RAM may, in its sole and absolute discretion employ, instruct and/or entrust the SHIPMENT to any 3P-SP on such conditions as may be stipulated by or negotiated by RAM with such 3P-SP for the purpose of such Service, or such part thereof as the 3P-SP may be employed to carry out.
- 5.3 You acknowledge and agree that -
- 5.3.1 SHIPMENTS may be carried by 3P-SP and RAM may engage 3P-SP's to perform all or part of the SERVICES in terms of this AGREEMENT;
- 5.3.2 the Service or part thereof performed by a 3P-SP will be subject to the same T's&C's as set out in this AGREEMENT;
- 5.3.3 persons or juristic entities and their Personnel hired by RAM to fulfil their obligations under this AGREEMENT, including any 3P-SP, shall have the benefit of every exemption from and limitation of liability and defence to which RAM is entitled.
- 5.4 RAM and/or any 3P-SP (as the case may be) -
- 5.4.1 will do all that it reasonably and commercially can to meet the stipulated / requested dates and time for the SERVICES;
- 5.4.2 reserves the right in it's sole discretion in certain circumstances, including but not limited to cancelled or delayed route schedules, to delay the SERVICES to a later Service;
- 5.4.3 cannot be responsible for failure to perform or delays in performance of the SERVICES due to matters beyond RAM's control, including RELIEF EVENTS (as defined in RAM'S INTERPRETATION SCHEDULE);
- 5.4.4 will not be liable to You for any Loss arising from any failure or delay in performance of the SERVICES resulting from matters beyond RAM's control;
- 5.4.5 will use reasonable endeavours to continue to perform as soon as performance becomes possible.

## **6 COLLECTION & DELIVERY**

- 6.1 Subject to this AGREEMENT and against payment of the SERVICE COSTS, as contemplated in 7, RAM agrees to collect, receive and arrange for delivery of the SHIPMENT to the Receiver in accordance with the information on the SHIPPING INSTRUCTION or return of the SHIPMENT to YOU (or nominee) when the SHIPMENT was not delivered to the RECEIVER.
- 6.2 Any instruction from YOU to RAM to provide SERVICES shall be on a SHIPPING INSTRUCTION, duly completed and tendered with the SHIPMENT.
- 6.3 Subject to 6.2, unless otherwise agreed in writing and signed by RAM, no other instructions, whether verbal or written shall be binding on RAM.
- 6.4 A POD (as defined in RAM'S INTERPRETATION SCHEDULE) shall be sufficient evidence of delivery to the RECEIVER, or of a SHIPMENT returned to You (or nominee).
- 6.5 In the absence of gross negligence or other material breach of duty by RAM or any 3P-SP, a POD shall be sufficient evidence that the SHIPMENT was delivered in accordance with this AGREEMENT in good order and condition, in an intact form, without any LOSS and shall further constitute final and absolute release of all undertakings and obligations of RAM and/or any 3P-SP.

## **7 SERVICE COSTS & PAYMENT**

### **7.1 GENERAL**

- 7.1.1 RAM provides secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 7.1.2 The Service Costs are payable in respect of the SERVICES rendered by RAM to YOU having regard to the relevant SERVICES You select and specify on RAM'S IT PLATFORM and subsequently printed onto any SHIPPING INSTRUCTION.
- 7.1.3 The Service Costs do not include any other SERVICES not selected and specified on the SHIPPING INSTRUCTION and RAM reserves the right to charge the relevant Surcharge for SERVICES specified after the payment of the Service Costs, including -
- 7.1.3.1 Incorrect SHIPPING INSTRUCTION Surcharge;
- 7.1.3.2 additional Surcharges pursuant to a Delivery Exclusion;
- 7.1.3.3 paying subsequent Service Costs including C&D charge/s for each subsequent delivery or delivery attempt pursuant to a non-delivery, attempted delivery or failed delivery following a RELIEF EVENT;



7.1.3.4 paying the incorrect amount as a result of failure to disclose or incorrect disclosure of Volumetric Weight, Actual Weight and/or Chargeable Weight.

## **7.2 APPLICABLE SERVICE COSTS**

7.2.1 In consideration for the provision of the SERVICES by RAM, YOU shall pay RAM the Service Costs calculated and payable in accordance with the Service Costs for the SERVICES which apply on the date that YOU pay for the SERVICES on RAM'S IT PLATFORM.

7.2.2 The Service Costs shall be for the SERVICES specified on the SHIPPING INSTRUCTION and the Quotation / Invoice which shall be furnished on RAM'S IT PLATFORM.

7.2.3 Should YOU wish to change the SERVICES or any part thereof, then in addition to paying an Administration Fee, the Service Costs may increase.

## **7.3 TAXES**

7.3.1 YOU acknowledge and agree that YOU shall be liable to pay VAT on the Service Costs and other taxes imposed on RAM by the Relevant Authorities together with payment of the Service Costs payable to RAM.

7.3.2 When YOU complete the SHIPPING INSTRUCTION on RAM'S IT PLATFORM, RAM will advise YOU about the Service Costs, Surcharges and Taxes payable to RAM and they will normally be shown separately to the Service Costs.

7.3.3 Taxes, fees and charges constantly change and can be imposed or altered after the date of issue of the SHIPPING INSTRUCTION. Should they change or if a new Tax, fee or charge is imposed after the Waybill has been issued, YOU will be liable for and will have to pay RAM the relevant increase.

## **7.4 PAYMENT**

7.4.1 YOU are required to make payment for SERVICES via the following methods (depending on its availability and/or your eligibility to use such a method) -

7.4.1.1 credit card/debit card;

7.4.1.2 direct bank deposit; or

7.4.1.3 electronic funds transfer ("EFT").

7.4.2 If you pay via -

7.4.2.1 credit or debit card, RAM may require additional information in order to authorise and/or verify the validity of payment. In such cases RAM is entitled to withhold SERVICES until such time as the additional information is received by RAM and authorisation is obtained by RAM for the amounts. If RAM does not receive authorisation the provision of the SERVICES will be cancelled. You warrant that you are fully authorised to use the credit or debit card supplied for purposes of paying the SERVICES. You also warrant that your credit or debit card has sufficient available funds to cover all the costs incurred as a result of the SERVICES used on RAM'S IT PLATFORM;

7.4.2.2 direct bank deposit or EFT, payment must be made at least 3 (three) days prior to the SERVICE REQUEST. RAM will not provide the SERVICE REQUEST if payment has not been received;

7.4.3 You may contact us via our Help page to obtain a full record of your payment. We will also send you email communications about your order and payment.

7.4.4 Once you have selected your payment method, you will be directed to a link to a secure site for payment of the applicable Service Costs.

## **8 RAM'S WARRANTIES & DISCLAIMERS**

8.1 We provide SERVICES using a commercially reasonable level of skill and care and we hope that YOU will enjoy using them. But there are certain things that we do not promise about our SERVICES.

8.2 Other than as expressly set out in this AGREEMENT, neither RAM nor its Personnel makes any specific promises about the SERVICES. For example, we do not make any commitments about the content within the SERVICES, the specific functions of the SERVICES or their reliability, availability or ability to meet your needs. We provide the SERVICES "as is".

8.3 Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

## **9 RISK & LIMITATION OF LIABILITY FOR SERVICES**

### **9.1 RISK - NO LIABILITY**

9.1.1 RAM shall only be liable, subject to exclusions and limitations contained herein, for any physical loss of or damage to a Shipment resulting from the gross negligence of RAM, occurring, while the Shipment is in the actual possession of RAM, which shall be deemed not to include any period of time the Shipment is in the care, custody or control of any designated private or commercial air carrier or airlines.

9.1.2 For the avoidance of doubt, it is specifically recorded and agreed that, subject to 9.1.1 –



- 9.1.2.1 You acknowledge that You shall dispatch and RAM shall provide the SERVICES solely at YOUR risk;
- 9.1.2.2 neither RAM, nor RAM's Personnel shall be liable for any Loss, save where such Loss is due to gross negligence of RAM;
- 9.1.2.3 no insurance, liability option or other indemnity shall be provided by RAM to You in respect of any of the SERVICES.
- 9.1.3 You shall, at your option, take out and maintain YOUR own insurance in respect of the collection, transport and delivery of your SHIPMENTS and the SERVICES.
- 9.1.4 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.
- 9.1.5 Should You 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.
- 9.1.6 Such Liability Options are only available to CREDIT APPROVED CLIENTS who have completed separate APPLICATIONS TO ENTER COURIER SERVICES AGREEMENT, which Application together with the relevant Agreement has been successfully approved and signed by You and RAM in writing. In order to apply for RAM's for any of RAM's Liability Options, please contact RAM Sales and RAM will get back to you with a Risk Assessment.

## **92 GENERAL EXCLUSION**

- 9.2.1 Notwithstanding anything to the contrary herein contained, neither RAM nor any 3P-SP shall be liable under any circumstances whatsoever, for any of the EXCLUDED LOSSES (as defined in **RAM'S INTERPRETATION SCHEDULE**).
- 9.2.2 If, notwithstanding all of the foregoing, a court should nevertheless find that RAM or any 3P-SP 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 this AGREEMENT.
- 9.2.3 RAM and/or any 3P-SP's liability for any Loss that occurs while a SHIPMENT is in the care, custody or control of any designated commercial air carrier or airline, shall be governed and limited by the terms set forth in any air Waybill or other contract of carriage issued for the transportation of the SHIPMENT, and may be subject to the Warsaw Convention/Hague Protocol/Montreal Convention, which governs and, in most cases, limits the liability of the air carrier in respect of loss, damage or delay to cargo unless a higher value is declared for air carriage in the relevant Section on the Waybill, in advance, by You and a supplementary charge is paid.
- 9.2.4 You hereby indemnify RAM, any 3P-SP and their Personnel against any Loss or claim of whatever nature which may be made against any of them arising out of any of the foregoing occurrences referred to in this 9, except to the extent that RAM, any 3P-SP and /or their Personnel acted with gross negligence.

## **10 DELIVERY QUERIES**

- 10.1 You nominate the REGISTERED USER as your AUTHORISED REPRESENTATIVE, which REGISTERED USER shall address RAM's delivery queries, if RAM is unable to attend to a SHIPMENT, due to, *inter alia*, an INCORRECT SHIPPING INSTRUCTION OR RELIEF EVENT.
- 10.2 If at any time RAM identifies irregularities with a SHIPPING INSTRUCTION, then RAM shall -
- 10.2.1 notify the REGISTERED USER with the query, as soon as is reasonably possible after the query has come to RAM's attention;
- 10.2.2 provide the REGISTERED USER with details of the RELIEF EVENT.
- 10.3 The REGISTERED USER shall be obliged, within a period of not more than 10 (ten) Business Days after having been notified by RAM of the INCORRECT SHIPPING INSTRUCTION OR RELIEF EVENT, to provide RAM with an alternative and correct SHIPPING INSTRUCTION.
- 10.4 Upon receipt by RAM of the correct SHIPPING INSTRUCTION from the REGISTERED USER, RAM shall proceed with the delivery of the Shipment to the Receiver.
- 10.5 If no alternate SHIPPING INSTRUCTION is provided by the REGISTERED USER to RAM within 10 (ten) Business Days of the REGISTERED USER being notified of the Incorrect SHIPPING INSTRUCTION, RAM shall return the Shipment to You and RAM shall, in addition to the SERVICE COSTS be entitled to charge You with an INCORRECT SHIPPING INSTRUCTION SURCHARGE.

## **11 ADDITIONAL INFORMATION**

- 11.1 It is contemplated by the Parties to this AGREEMENT, that in connection with the exercise of its rights or fulfilment of its obligations, RAM and/or any 3P-SP may, from time to time provide SERVICES to, or have dealings with one or more Senders, Receivers or YOUR Customers (other than You).
- 11.2 You -
- 11.2.1 shall be solely responsible to any such Sender or Receiver for any Loss in relation to Property received into RAM and/or any 3P-SP's possession under this AGREEMENT or with respect to any other SERVICES to be provided hereunder;
- 11.2.2 agree to indemnify RAM and/or any 3P-SP from and against any such Loss by any such Sender or Receiver;
- 11.2.3 are responsible for verifying the correctness of any document issued pursuant to this AGREEMENT, for the SERVICES to be



provided in respect on any SHIPMENT, and any errors and/or amendments, if required, shall be reported in writing to the office issuing such document by not later than on the next Business Day, failing which the correctness of such document shall be binding in accordance with this AGREEMENT; and

- 11.2.4 agree to hold harmless and indemnify RAM and/or any 3P-SP from any Loss arising from your failure to comply with or provide information as required in this AGREEMENT, except to the extent that RAM and/or any 3P-SP acted with gross negligence or fraudulent intent.
- 11.3 RAM reserves the right to charge a reasonable fee / INCORRECT SHIPPING INSTRUCTION SURCHARGE for any Delivery Exclusion and / RELIEF EVENT or additional work necessitated by any inaccurate, incomplete or out of date data or erroneous or incomplete SHIPPING INSTRUCTION or Waybill supplied by or on your behalf, where such work is necessary to enable RAM to render the SERVICES in accordance with this AGREEMENT.
- 11.4 Pending completion of the work contemplated in 11.3, neither RAM nor any 3P-SP shall be liable for any consequential delay, failure, damages or Loss resulting from any DELIVERY EXCLUSION or RELIEF EVENT.
- 11.5 RAM and/or any 3P-SP –
- 11.5.1 shall carry out any such additional work as expeditiously as possible in order to enable it to render the SERVICES in accordance with this AGREEMENT;
- 11.5.2 may redirect the SHIPMENT to any other address upon request by any person who RAM believes, in RAM's reasonable opinion, to be authorised to do so on your behalf, in order to provide the SERVICE to YOU.

## **12 RIGHT TO HOLD & SUSPEND SHIPMENTS**

- 12.1 You hereby grant to RAM the right to -
- 12.1.1 hold and/or suspend any Shipments which may be in RAM's possession from time to time, for all sums due at any time by You to RAM, including sums due as a result of -
- 12.1.1.1 any Delivery Exclusion;
- 12.1.1.2 You paying the incorrect amount as a result of failure to disclose or incorrect disclosure of Volumetric Weight, Actual Weight and/or Chargeable Weight;
- 12.1.2 sell such Shipments and use the proceeds to make good any debt due to RAM in accordance with applicable Laws.
- 12.2 RAM shall, without incurring any liability toward You and until such time as all amounts owing to RAM have been paid together with interest accruing as damages, due to Breach of this AGREEMENT, during the period payment of such sums was overdue, be entitled to retain possession of any Shipment/s and document/s and suspend the Shipment thereof.

## **13 CLIENT'S WARRANTIES & OBLIGATIONS**

As the Client and/or REGISTERED USER of RAM'S IT PLATFORM, YOU expressly warrant, agree and/or undertake that YOU -

- 13.1 are duly authorized to use RAM'S IT PLATFORM, provide the SHIPPING INSTRUCTION, obtain the SERVICES and enter into this AGREEMENT;
- 13.2 are of full legal age, or is emancipated or has guardian's consent to enter into a contract being this AGREEMENT and do not lack the legal capacity to enter into a binding agreement with RAM;
- 13.3 do not require the consent of a guardian or parent to competently agree to this AGREEMENT;
- 13.4 are either the owner, or the authorized representative of the owner of the Property;
- 13.5 or the Receiver, at your own expense, have secured the necessary Approvals required to lawfully effect the exportation or importation of the SHIPMENT to be transported between countries under this AGREEMENT, prior to delivery of the SHIPMENT to RAM or any 3P-SP for the provision of the SERVICES;
- 13.6 confirm that none of the SERVICES, activities or operations requested by You in terms of this AGREEMENT, is in any way linked to criminal, money laundering or terrorist activities;
- 13.7 shall ensure that the SHIPMENT is and will be packaged, sealed, addressed and labelled as contemplated in 15;
- 13.8 shall provide a complete and accurate description of the content of the SHIPMENT on the SHIPPING INSTRUCTION;
- 13.9 shall be bound by and warrant the accuracy of all documents and information furnished to RAM for any purposes in terms of this AGREEMENT;
- 13.10 shall never conceal or misrepresent any fact, matter or circumstance concerning the Property or any Shipment to be received by RAM and/or any 3P-SP;
- 13.11 shall not submit or request RAM or any 3P-SP to perform any Service in respect of any Property, if the provision of such Service is, or would be, or may be in violation of, or prohibited by, any Laws or the Known Shipper Program;
- 13.12 shall comply with any Regulations or Directives issued under the DMA insofar as it applies to retailers and Senders;
- 13.13 shall provide whatever further information may reasonably be required by RAM or any Governmental Body with respect to the SHIPMENT or any party interested in the Property. SHIPMENTS may be subject to security controls by air carriers and Governmental



Body, and RAM will submit to all required security controls. On behalf of You and/or the Receiver and all others with an interest in the Shipment, You consent to a search of any SHIPMENT if and as required by any air carrier, relevant authority or Governmental Body. You understand and agree that RAM may be required to maintain copies of shipping documents in accordance with applicable Laws; and

13.14 understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements relating to the Property or any person who has or may have an interest in the Property or for the violation of certain applicable Laws.

#### **14 RECEIPT OF A SHIPMENT**

14.1 A SHIPMENT under this AGREEMENT shall be deemed to have been received into RAM or any 3P-SP's possession only upon –

14.1.1 the SHIPMENT being received into RAM or the 3P-SP's physical possession; and

14.1.2 a receipt acknowledging acceptance being issued by RAM or the 3P-SP and furnished to You by an expressly authorized RAM and/or 3P-SP Personnel.

14.2 You are responsible for ensuring that the person furnishing such receipt is expressly authorized to do so by RAM.

#### **15 PACKAGING & CONTENTS OF THE SHIPMENT**

15.1 By using the SERVICES, You agree to comply with the provisions of [RAM's PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE](#).

15.2 Please read them carefully and pay particular attention to the [PROHIBITED PROPERTY](#) or [RESTRICTED PROPERTY](#) referred to in [RAM'S PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE](#).

#### **16 CUSTOMS & SECURITY INSPECTION**

16.1 You –

16.1.1 hereby grant to RAM the right to hold and submit the SHIPMENT to security checks by any Governmental Body and/or Airport Cargo officials and/or Security Personnel for Shipments carried by RAM;

16.1.2 shall provide RAM and/or any 3P-SP with all accurate and complete documents, payments and information necessary for customs clearance;

16.1.3 shall be bound by and warrant the accuracy of all documents and information furnished to RAM and/or any 3P-SP for customs purposes and for any other purposes in terms of this AGREEMENT;

16.1.4 hereby authorize RAM and/or any 3P-SP to complete any document/s required to comply with the relevant Laws, should RAM or any 3P-SP be required to clear a SHIPMENT through customs.

16.2 RAM shall not be liable to You for any Loss suffered by YOU in the course of such inspection through Shipper's failure to comply with the provisions of this AGREEMENT.

#### **17 INDEPENDENT CONTRACTOR**

17.1 RAM is an independent contractor and, as such, You shall not have any authority to bind or commit RAM.

17.2 Nothing in this AGREEMENT shall be deemed or construed to create a joint venture, partnership or agency relationship between RAM and You for any purpose.

#### **18 MODIFYING & TERMINATING OUR SERVICES**

18.1 We are constantly changing and improving our SERVICES. We may add or remove functionalities or features and we may suspend or stop a Service altogether.

18.2 You can stop using our SERVICES at any time, although we would be sorry to see you go. RAM may also stop providing SERVICES to You or add or create new limits to our SERVICES at any time.

18.3 We acknowledge that You own your data, and preserving your access to such data is important. If we discontinue SERVICES, where reasonably possible, we will give You reasonable advance notice and a chance to remove information from that Service.

#### **19 PROTECTION OF PERSONAL INFORMATION**

19.1 At RAM, we take data privacy seriously and we always make sure to be compliant with the relevant legislations including the [PROTECTION OF PERSONAL INFORMATION ACT](#) ("POPIA").

19.2 With POPIA having come into force in South Africa, we would like to bring to your attention –

19.2.1 [RAM'S IT PLATFORM USE & PRIVACY POLICY](#);

19.2.2 [RAM DATA PROCESSING & PRIVACY SCHEDULE](#).

19.3 These documents give you details about how RAM uses and stores your PERSONAL INFORMATION and data as well as the PERSONAL INFORMATION of your CUSTOMERS.

19.4 Please keep in mind that POPIA considers both natural person data, but also company data as being personal data.





## **20 NOTICES & COMMUNICATION**

20.1 The parties hereto choose the following addresses as the address for serving of legal notices for all purposes of and in connection with this AGREEMENT –

20.1.1 RAM - 27 Wrench Rd, Isando,1609, South Africa;

20.1.2 YOU - REGISTERED USER as contemplated in 1.4.

20.2 Any notice given by either Party to the other ("addressee") which is delivered by hand between the hours of 09:00 and 17:00 on any BUSINESS DAY to the addressee's physical address for the time being shall be deemed to have been received by the addressee at the time of delivery.

20.3 An e-communication is deemed to have been sent by –

20.3.1 YOU, at the time at which RAM is capable of accessing such e-communication;

20.3.2 RAM, at the time shown on the e-communication as having been sent or, if not so shown, at the time shown on RAM's transmission logs as having been sent.

20.4 An e-communication is deemed to be received by -

20.4.1 YOU, once it becomes capable of being retrieved;

20.4.2 RAM, once RAM has confirmed receipt thereof to You or otherwise responded thereto, whichever occurs first.

## **21 GENERAL**

### **21.1 SOLE AGREEMENT**

21.1.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

21.1.2 This AGREEMENT supersedes and replaces all prior agreements, commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

### **21.2 AMENDMENT**

21.2.1 No addition to, variation, or consensual cancellation of this AGREEMENT shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

21.2.2 RAM reserves the right, in its sole discretion, to, and the USER agrees that RAM may, amend this AGREEMENT at any time, in any way and from time to time. RAM will give notice of and publish the amended terms on RAM'S IT PLATFORM. These amendments shall come into effect on the basis specified in the notice RAM gives of the proposed changes.

21.2.3 It is your responsibility to review this AGREEMENT regularly and to ensure that YOU agree with any amendments to this AGREEMENT. If YOU do not agree with any amendments to the AGREEMENT, YOU may no longer use RAM'S IT PLATFORM or the SERVICES.

### **21.3 SEVERABILITY**

If any provision hereof is held to be unenforceable by any court of Law, such provision shall be severable from this AGREEMENT and shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect.

### **21.4 Governing Law**

This AGREEMENT shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of South Africa which is applicable to Agreements executed and wholly performed within South Africa.

### **21.5 CONSUMER PROTECTION ACT**

To the extent that this AGREEMENT or any SERVICES provided under this AGREEMENT are governed by the [CONSUMER PROTECTION ACT](#), ("CPA"), no provision of this AGREEMENT is intended to contravene the applicable provisions of the CPA, and therefore all provisions of the this AGREEMENT must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.

### **21.6 JURISDICTION**

21.6.1 You hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the Service, or this AGREEMENT or any matter related to or in connection therewith.

21.6.2 Subject to the CPA (if applicable), You hereby consent and submit to the jurisdiction of the Magistrates' Court having jurisdiction over its person in respect of all proceedings connected with this AGREEMENT, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

21.6.3 However, if the CPA does apply, then, unless the Magistrates' Court has concurrent jurisdiction, RAM shall be entitled to institute all or any proceedings against You in connection with these terms in any division of the High Court of South Africa and You hereby consents and submits to the jurisdiction of that court.



21.6.4 Where a dispute is heard in the High Court of South Africa You agree that any costs awarded against You be awarded or paid on the High Court Scale.

**21.7 COSTS**

You will be liable for all legal costs, as may be permissible in law, in recovering any amount that You owe RAM.

**21.8 Waiver**

No indulgence which any Party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

**21.9 WRITING**

21.9.1 For the purposes of this AGREEMENT -

21.9.1.1 “**E-SIGNATURE**” shall include Electronic Signature utilizing Digital Signature Technology combined with an audit trail, tamper-sealing, authentication and security as contemplated in Section 13(2) of the [ECTACT](#);

21.9.1.2 “**SIGN**” shall include handwritten signature and/or e-Signature and “signed” shall have the corresponding meaning;

21.9.1.3 “**WRITING**” shall mean any hand-written, type-written or printed statement, duly signed by the Authorized Representatives of any Party.

21.9.2 All notices, consents, advice or other communication by either Party to the other of them, shall be in writing and signed by the relevant Party, and unless in writing and signed, shall be deemed not to have been given or made.

21.9.3 An e mail transmission of a portable document format (“**.PDF**”) of a document signed by a duly authorised Party shall be acceptable evidence that such document has been signed by the relevant duly authorised Party whose signature appears on the .pdf.

**21.10 CONSENTS**

Wherever any provision in this AGREEMENT requires any Party's consent, such consent shall only be valid and binding on the Parties if it is obtained beforehand and is in writing.

**21.11 SUCCESSORS-IN-TITLE**

Without prejudice to any other provision of this AGREEMENT, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator, trustee or business rescue practitioner, of either Party shall, to the extent permissible in Law, be bound by this AGREEMENT.