



Praga Technical (Pty) Ltd Purchasing Terms & Conditions

Document No:	FO.412
Rev No:	08
Creator Name:	Sean Frost
Date Created:	13.07.2018
Approver Name:	Rudi Reinecke
Date Approved:	13.07.2018

1. PARTIES

1.1. Praga Technical (Proprietary) Limited

Registration Number: 1981/008426/07

VAT Number: 4010106690

Herein referred to as 'PRAGA'

1.2. _____

Company / CC / Individual / Trust Name

Company / CC / Individual / Trust Trading Name

Company / CC / Individual / Trust Registration Number

Company / CC / Individual / Trust VAT Number

Herein referred to as 'the SUPPLIER'

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement the words and expressions below have the meanings ascribed thereto in this clause unless the context clearly indicates otherwise:

- 2.1.1. 'these Conditions' means this Agreement and all the schedules & annexures attached to it;
- 2.1.2. 'Business Day' means any day other than a Saturday, Sunday or South African statutory public holiday (within the meaning of the Public Holidays Act No 36 of 1994);
- 2.1.3. 'Confidential Information' means any information which a party has obtained from the other party or about the other party or its business and which is not available to the public;
- 2.1.4. 'the Goods' means all tangible items of whatsoever nature supplied by the SUPPLIER in terms of these Conditions to PRAGA (by way of deliveries);
- 2.1.5. 'the Services' means all services of whatsoever nature (other than professional, legal, accounting or similar advice) provide by the SUPPLIER to PRAGA in terms of these Conditions;
- 2.1.6. 'Parties' collectively the parties to this Agreement and 'Party' shall mean either of them as the context requires;
- 2.1.7. 'Stock Delivery/ies' means the supply and delivery of Goods by the SUPPLIER directly to PRAGA;



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- 2.1.8. 'VAT' means value-added tax charged and levied in terms of the VAT Act and any other indirect tax additionally imposed; and
- 2.1.9. 'VAT Act' means the Value-Added Tax Act No 89 of 1991, as amended from time to time;
- 2.1.10. 'Signature Date' means the date upon which all the Parties hereto have signed this Agreement, or in the event of them having signed Conditions on different dates, the date of the last signature.
- 2.1.11. 'SUPPLIER' means provider of goods and services to PRAGA. Including short-term contracting.
- 2.1.12. 'CPA' means the Consumer Protection Act No. 68 of 2008.
- 2.2. In the instance that there is any conflict between these Conditions or any terms and conditions as may be contained in any order forms and/or invoices issued by PRAGA or by the SUPPLIER, the provisions of these Conditions shall take preference.
- 2.3. In these Conditions, the headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.
- 2.4. When any number of days is prescribed in these Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail in these Conditions.
- 2.6. A reference to any statutory body or court shall be construed as a reference to that statutory body or court as at the Signature Date and as substituted from time to time thereafter by successor statutory bodies or courts, as the case may be.
- 2.7. Unless specifically provided to the contrary, all amounts referred to in these Conditions are exclusive of VAT, if applicable.
- 2.8. The expiration or termination of these Conditions shall not affect such of its provisions if expressly provided that they will continue to apply, after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

3. BACKGROUND

- 3.1. **WHEREAS** the SUPPLIER is willing to supply PRAGA with Goods and/or Services from time to time.
- 3.2. **AND WHEREAS** PRAGA is willing to accept Goods and/or Services from the SUPPLIER from time to time.
- 3.3. **NOW WHEREFORE** these Conditions record the provisions, terms and conditions upon which the SUPPLIER will supply PRAGA with Goods and/or Services from time to time in accordance with the terms and conditions of these Conditions and certain matters ancillary thereto.

4. BASIS OF SUPPLY

- 4.1. All Goods and Services supplied by the SUPPLIER to PRAGA shall be subject to these Conditions and the SUPPLIER shall be deemed to have fully acquainted itself with all of the provisions, terms and conditions hereof.
- 4.2. The Supplier shall be required to comply to an approved Confidentiality agreement during the Request for quote as well as Production phase in line with the life cycle of the product or service.

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5. VW PSB

As part of VW Customer Specific Requirements each supplier for VW need to nominate a PSB (Product Safety Representative)

PSB Requirements – Refer to “Product Safety Representative (PSB)” Booklet attached:

The PSB should report directly to management, the plant manager or the quality assurance manager. Initiating the blocking of components or materials of the current series in the event of safety and image-relevant complaints, etc.

(also if these threaten series application for reasons of safety), including resource control with regard to bench tests, validation, analyses, etc.

One PSB per production facility shall be designated for each stage in the supply chain.

Supplier to nominate and sign PSB Nomination Form and send back to Praga Technical Quality Department.

6. PRICES

- 6.1. All prices in respect of Goods and Services to be supplied to PRAGA shall be fixed as has been previously agreed in writing between PRAGA and the SUPPLIER.
- 6.2. Any price change requests need to be submitted in writing to the Purchasing Manager of PRAGA. Submission of any price change request does not by default imply that such price change requests will be accepted.
- 6.3. All prices are exclusive of VAT but inclusive of insurance costs and delivery charges to the address set forth on the relevant purchase order issued by PRAGA.

7. PURCHASE ORDERS

- 7.1. All purchase orders will be issued by PRAGA via e-mail to the SUPPLIER and PRAGA will only be liable to make payment for Goods and/or Services which have been duly ordered by way of pre-numbered computer-generated purchase orders.
- 7.2. No verbal orders made by PRAGA or its representative or order forms modified in any way whatsoever shall be considered as a valid purchase order for Goods or Services and PRAGA shall not be held liable for any payments pertaining to such purchase orders.
- 7.3. Each purchase order issued by PRAGA shall reflect a description of the Goods or Services ordered and the quantity and current price thereof. No payment shall be made in respect of Goods or Services supplied which do not accord with the particulars reflected in the relevant order.
- 7.4. In the instance that the purchase order issued by PRAGA does not reflect the price agreed to between the Parties in terms of clause 5.1 the SUPPLIER is obliged to contact PRAGA to amend the price and re-issue a revised purchase order before delivery may take place.
- 7.5. PRAGA shall not be obliged to rectify any purchase order after delivery of the Goods or Services has taken place, but may elect to do so at its sole discretion.

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7.6. All outstanding purchase orders not delivered as per agreed lead time or executed within 30 (thirty) days of such order may be cancelled by PRAGA at its sole discretion. Penalty clauses may be applied on a case to case basis and will be reflected in the purchase order.

8. INVOICES AND CREDIT NOTES

8.1. No payment can be made until a 'valid' original tax invoice has been received by PRAGA. The SUPPLIER shall be required to print a separate invoice for each order and to be valid, each invoice must contain the following particulars:

- 8.1.1. The words 'tax invoice' in a prominent place;
- 8.1.2. The name, address and VAT registration number of the Supplier;
- 8.1.3. Reflect PRAGA's relevant purchase order number thereon;
- 8.1.4. An individual serialized number and the date upon which the tax invoice is issued;
- 8.1.5. Reflect the same price as stipulated in PRAGA's relevant purchase order;
- 8.1.6. Full and proper description (at least quality and quantity) of the Goods and/or Services supplied;
- 8.1.7. Stipulate the name and delivery address set forth in PRAGA's relevant purchase order; and
- 8.1.8. The name, address of PRAGA set forth in its relevant purchase order and PRAGA's VAT registration number as recorded in clause 1.1;

No payment will be made in respect of any invoice that does not comply with the foregoing.

8.2. All invoices issued by the Supplier must be delivered with the Goods or upon the completion of the Services to PRAGA.

8.3. If any invoice is not paid, the SUPPLIER shall in the first instance confirm with PRAGA that:

- 8.3.1. A valid purchase order was placed on the SUPPLIER;
- 8.3.2. The Goods and Services forming the subject matter of the invoice concerned were duly received (or rendered, as the case may be) at PRAGA; and
- 8.3.3. PRAGA is satisfied with the quantity, quality and condition of the Goods or Services.

8.4. In all instances PRAGA may withhold payment until such time as PRAGA has been presented with a delivery and/or work completion note in terms of clause 10.1 and a copy of PRAGA's applicable purchase order which purchase order is not in conflict with any of the provisions of these terms and conditions.

9. STATEMENTS AND CREDIT NOTES

9.1. The SUPPLIER will provide PRAGA, on a monthly basis, with an open item statement which sets out all invoices and other transactions making up the amount reflected on the account. PRAGA reserves the right to refuse to make payment in respect of any 'balances brought forward' reflected thereon, unless such balances are broken down into separate invoices and transactions.

9.2. In making payment to the SUPPLIER, PRAGA will furnish its own remittance advice setting forth the specific invoices or other transactions to which the accompanying payment applies. Such payment may only be applied to the specific invoices or other transactions reflected on such remittance advice.

9.3. All statements and credit notes issued by the SUPPLIER must be sent to PRAGA's Creditors' Department.

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10. PAYMENT TERMS

- 10.1. Payment will be made, subject to the provisions of these terms and conditions, within a period of 45 days (unless other specific agreed payment terms) calculated from the first day of the month immediately succeeding that during which the SUPPLIER's statement was issued, provided that the statement in question was received on or before the 5th (fifth) day of the month following its date of issue. Payments on statements received late will be prioritised behind those made on statements received on time.
- 10.2. Settlement discount of 2.5% shall apply to clause 9.1

11. DELIVERIES

- 11.1. The onus is and remains on the SUPPLIER to prove delivery. In order to qualify for payment, in addition to the documents required in clause 7.1 and clause 7.4, all delivery notes shall contain:
 - 11.1.1. A signed acknowledgement by a duly authorised representative of PRAGA stating that:
 - 11.1.1.1. The Goods and/or Services concerned have been duly received and/or rendered and timeously, as the case may be; and
 - 11.1.1.2. That the Goods and/or Services concerned were received and/or rendered, as the case may be, in a satisfactory condition;
 - 11.1.2. The name, capacity and signature of the person signing the delivery/work completion note; and
 - 11.1.3. The relevant purchase order number, the description, quantity (and if applicable, quality) and price of the Goods and/or Services as set forth therein.
- 11.2. All deliveries shall be effected on or before the date for delivery as stipulated in the relevant purchase order and in this regard it is recorded that:
 - 11.2.1. The Goods and/or Services have been ordered by PRAGA in order to meet its contractual obligations to its customers, which obligations may include penalties for non-delivery or late delivery;
 - 11.2.2. Time is accordingly of the essence for such delivery; and
 - 11.2.3. If the SUPPLIER fails to deliver timeously, it shall bear and pay all damages and/or other expenses actually suffered or incurred by PRAGA as a direct result of such late delivery including, but without limitation, consequential and/or special damages.
 - 11.2.4. The delivery of parts and material needs to be strictly in accordance with the accepted release. This relates to required quantity, requirement date and part numbers/item codes
 - 11.2.5. All deliveries have to be accompanied by a Supplier delivery note and the Supplier will be requested on a case to case basis to adhere to specific delivery time slots
 - 11.2.6. The Supplier shall need to have the capability to electronically exchange materials and logistics information with regards to planning released delivery schedules and advanced shipping notices
 - 11.2.7. In the case that the required release for goods fluctuate more that 15% on a weekly basis, the Supplier needs to formally inform PRAGA, within 24 Hours, if it will not be possible to fulfil the requirement
- 11.3. The risk and reward in and to the Goods delivered shall only pass to PRAGA upon delivery being duly made in terms of clause 10.1 above.

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- 11.4. PRAGA retains the right, for a period of 7 (seven) Business Days after delivery, to reject any Goods and/or Services which do not comply with the relevant statutory requirements or specifications contained in PRAGA's relevant purchase order. In such event, the risk and reward in and to such Goods and/or Service shall be deemed to have remained with the SUPPLIER. In similar vein, PRAGA reserves the right to cancel any purchase order or part thereof if the Goods and/or Services are defective in relation to workmanship or materials.
- 11.5. Any carrier transporter employed by the SUPPLIER to transport or deliver any Goods shall be deemed to be the agent of the SUPPLIER for that purpose and the SUPPLIER shall be obliged, at its own cost, to insure the Goods in transit for the replacement value thereof until such time as delivery has been affected.
- 11.6. Unless otherwise agreed in writing, deliveries of all goods shall strictly take place between the following times:
 - 11.6.1. Monday to Thursday: 07h30 to 15h30
 - 11.6.2. Friday: 07h30 to 12h30

12. STOCK HOLDING

- 12.1. Stock holding policies will be agreed on a case to case basis since these vary substantially on the nature of the commodity. The stock holding will be discussed with the Supplier during the Request for quotation phase and agreed upon order placement

12. WARRANTY AND INDEMNITY

- 12.1. The SUPPLIER undertakes in favour of and warrants to PRAGA that:
 - 12.1.1. It has access to the appropriate number of properly trained and qualified personnel and vehicles in order to ensure that it is able to supply, package and transport all Goods and in the instance of Services rendered in a safe, professional and timely manner and in accordance with the terms and conditions set out in this Agreement;
 - 12.1.2. The Goods and/or Services supplied by the SUPPLIER to PRAGA will be supplied in accordance with the Safety Standard and all applicable laws free of defects and hazards, whether patent or latent and fit for the purpose of their intended use and, in particular, that the Goods and/or Services comply with the requirements and standards of section 55 of the CPA to which the Supplier declares itself to be fully acquainted with;
 - 12.1.3. It shall at all times, comply fully and timeously with all obligations imposed on it in terms of these Conditions and applicable laws;
 - 12.1.4. All Goods and/or Services ordered by and delivered to PRAGA have been properly and lawfully cleared by the relevant custom authorities and that customs and any other duties have been duly paid to the correct classification.
 - 12.1.5. The Goods will not be counterfeit goods and do not infringe upon the rights of any third party under any trademark, trade name, patent, design or any other intellectual property rights nor will the Goods constitute grey market goods.

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- 12.2. The Supplier is the owner of the Goods supplied to PRAGA or is otherwise entitled to pass ownership thereof to PRAGA. In the case of partial or progress payments passed to the supplier, ownership will with immediate effect transfer to PRAGA
- 12.3. The SUPPLIER shall be liable for and hereby indemnifies PRAGA, each company in the PRAGA group of companies and their directors against all loss, liability, damage or expense of whatever nature which PRAGA, and any company in the PRAGA group of companies, consumer or third party may suffer as a result of or which may be attributed to the failure by the Supplier to perform any of its obligations in terms of these Conditions including, without limitation, any loss or damage caused by or arising from:
 - 12.3.1. Any loss of the Goods or damage to the Goods while at the risk of the SUPPLIER;
 - 12.3.2. Any failure to transport and deliver the Goods timeously, adequately or at all, or to the correct offloading point;
 - 12.3.3. Any damage or injury suffered or sustained by the SUPPLIER, consumer or third party in relation to the Goods;
 - 12.3.4. The acts or omissions of the SUPPLIER's agents, representatives and/or subcontractors;
 - 12.3.5. Any breach by the SUPPLIER of any of the warranties given by or obligations imposed on the SUPPLIER in terms of this Agreement; and/or
 - 12.3.6. Any liability that is described under section 61(5) of the CPA caused wholly or partly as a consequence of the supply of any hazardous Goods or inadequate instructions or warnings provided to the consumer pertaining to any hazardous arising from or associated with the use of any Goods contemplated in section 61(1) of the CPA, irrespective of whether the harm resulted from any negligence on the part of the SUPPLIER, subcontractor of the SUPPLIER or any third party such as (but not limited to) the producer, importer, distributor or manufacturer of the Goods in question.
- 12.4. Notwithstanding the commencement date of these Conditions, to the extent that the SUPPLIER has, prior to the commencement date, supplied Goods to PRAGA, the SUPPLIER's indemnity in terms of clause 12.3.6 above shall be deemed to be effective from 24 April 2010, being the date upon which section 61 of the CPA came into force.
- 12.5. PRAGA and PRAGA group of companies shall not be liable to the SUPPLIER for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transaction or goodwill or other contracts.

13. QUALITY MANAGEMENT SYSTEMS FOR SUPPLIERS

- 13.2. PRAGA needs to be informed at all times of the status of the QMS certification and a photo copy or electronic version of the certificate needs to be shared
- 13.3. In accordance with QMS ISO 9001:2008 requirements, that PRAGA needs to adhere to, suppliers will need to submit action plans for 9001:2008 certification

14. QUALITY OBJECTIVES WITH SUPPLIERS

- 14.1. PRAGA will establish annual quality and on-time delivery objectives, in line with company continuous improvement principles. The objectives will be agreed with the Supplier once business is placed and needs to be adhered to at all times

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14.2. If and when agreed quality objectives are not fulfilled, Suppliers will be required to submit and implement corrective actions. Non-conformance will need to be communicated within the PRAGA required time frame and in the PRAGA specific documentation

14.3. Suppliers will be required to apply and record recognized problem solving techniques and methodologies

15. CERTIFICATE OF CONFORMANCE

15.1. PRAGA is accountable to its customers to ensure materials received conform to the required specifications. Suppliers therefore have to demonstrate that raw material received from their suppliers conforms to the applicable material specification. Suppliers therefore need to supply material with a Certificate of conformance (COC) from their sub-suppliers at all times

15.2. If in any event that a Supplier needs to change material in their production process, PRAGA will need to be informed of the change and the change cannot be implemented without written approval from PRAGA

15.3. Certificates of conformance need to be held in record for a minimum of 5 years

15.4. All supplier products supplied, the production techniques and the methods used are subject to initial approval by PRAGA before they can be used for PRAGA production.

15.5. The supplier needs to submit cost during the Request for Quotation phase that is accurate and fully in accordance with the specifications. The cost needs to be submitted in the PRAGA specified format and within 3 to 5 working days of issue

15.6. Initial approval will be provided by means of a PRAGA approved Part submission warrant and will need to include all the required back-up documentation as specified in the agreed PPAP check sheet, this will also include the International Material Data Sheet (IMDS)

15.7. No parts can be supplied to Praga without an approved Part submission warrant. In the case that this is not possible the supplier will need a PRAGA approved deviation request to supply parts

15.8. Part submission warrants will only be approved on parts manufactured from series tooling in accordance to Phased PPAP rules

15.9. Any changes in production materials, methods, techniques, changes within or of the production location needs to be formally communicated (in writing) to PRAGA at all times. Any of the changes need to be supported by an approved Deviation from PRAGA before the parts can be supplied

15.10. The supplier will notify PRAGA of all non-conforming or possibly non-conforming product or materials that have already been shipped to PRAGA. The notification will need to include possible approval or acceptance details as well as sorting action requirements.

16. BREACH

16.1. In the event of the SUPPLIER committing a breach of any of these Conditions and failing to remedy such breach within a period of 5 (five) days after receipt of a written notice from PRAGA calling upon the SUPPLIER so to remedy, then PRAGA shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either:

16.1.1. To claim immediate performance by the SUPPLIER of all of its obligations under the relevant purchase order; or

16.1.2. To cancel any purchase order,

In either event without prejudice to PRAGA's rights to claim damages.

16.2. Any amounts falling due for payment by the SUPPLIER in terms of or pursuant to these Conditions, including any amount which may be payable as damages shall bear interest at the Prime Rate per



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annum capitalised monthly and calculated from the due date for payment (or, in the case of any amount payable by way of damages, with effect from the date upon which those damages are sustained) to the actual date of payment thereof, both dates inclusive.

- 16.3. All costs, charges and expenses of whatsoever nature which may be incurred by PRAGA in enforcing its rights in terms hereof including legal costs on the scales as between attorney and own client and collection commission, irrespective of whether any action been actually instituted, shall be recoverable from the SUPPLIER.

17. DOMICILLIA CITANDI ET EXECUTANDI

- 17.1. PRAGA and the SUPPLIER choose as their respective *domicillia citandi et executandi* for all purposes under these Conditions, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature the addresses set forth in **Annexure "A"** hereto.
- 17.2. Any notice of communication required or permitted to be given in terms of these Conditions shall be valid and effective only if given in writing but it shall be competent to give notice by telefax, provided receipt is received confirming due completion of transmission.
- 17.3. Any notice to a party which is:
 - 17.3.1. Sent by prepaid registered post in a correctly addressed envelope to it at its *domicillium citandi et executandi* shall be deemed to have been received on the 5th day after posting (unless the contrary is proven); or
 - 17.3.2. Delivered by hand to a responsible person during the ordinary business hours at its *domicillium citandi et executandi* shall be deemed to have been received on the day of delivery; or
 - 17.3.3. Transmitted by telefax to its chosen telefax number (if any) stipulated in **Annexure "A"** hereto, shall be deemed to have been received on the date of dispatch (unless the contrary is proven); or
 - 17.3.4. Transmitted by electronic mail to its chosen e-mail address (if any) stipulated in **Annexure "A"** hereto, shall be deemed to have been received on the first business day succeeding the date of dispatch (unless the contrary is proven).

18. GENERAL

The parties acknowledge and agree that:

- 18.1. These Conditions constitute the entire contract between them and no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether express or implied have been made by either of the Parties or on their behalf except as are recorded herein;
- 18.2. The Praga Technical (Pty) Ltd Purchasing Terms & Conditions shall supercede any supplier agreements/terms & conditions.
- 18.3. No relaxation, extension of time, latitude or indulgence which either Party ("the grantor") may show, grant or allow to the other ("the grantee") shall in any way constitute a waiver by the grantor of any of the grantor's rights in terms of these Conditions and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have then already arisen of which may arise thereafter;



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- 18.4. No alteration, variation, amendment or purported consensual cancellation of these Conditions or this clause or any deletion there from shall be of any force or effect unless reduced to in writing and signed by or on behalf of the Parties;
- 18.5. These Conditions shall be interpreted according to the laws of the Republic of South Africa and they have consented to the jurisdiction of the High Court of South Africa. (Notwithstanding the foregoing, PRAGA shall be entitled, in its discretion, to institute action against the SUPPLIER out of any Magistrates Court having territorial jurisdiction in respect of the SUPPLIER, notwithstanding that the amount of the claim may exceed the jurisdiction of such Court, and the SUPPLIER hereby consents to such jurisdiction); and
- 18.6. This agreement shall continue indefinitely unless terminated by with Party with one month written notice.
- 18.7. Communication between Praga Technical and the supply chain needs to be conducted in English. This includes both verbal as well as written communication.
 - 18.7.1. In order to communicate efficiently and effectively the supplier needs to provide contact details of key personnel
 - 18.7.2. The supplier needs to keep Praga Technical updated on organizational changes that will effect key personnel contact details
- 18.8. In line with PRAGA Environmental Management system the Supplier will be required to conform to environmental, legal and other requirements
 - 18.8.1. The Supplier will ensure that delivery or other vehicles driven onto the PRAGA premises are road worthy and free of oil as well as fuel leaks
 - 18.8.2. Material Safety Data sheets (MSDS) will need to be provided by the Supplier, from the source, with all first deliveries
- 18.9. Potential suppliers will be required to complete a Self-assessment questionnaire that will be provided by the Praga Technical Quality department. This will be followed by a Site assessment on the potential supplier's premises. The Site assessment result will be communicated back to the Praga Technical Purchasing department to be included in the supplier selection process.
- 18.10. Upon placement of business the supplier will be required to engage in an Advanced Product Quality Process and Production Part Approval Process that will be driven by the Praga Technical Quality department. This requirement will include capacity confirmation, production feasibility, packaging, labelling, shipping instructions and Part Submission Warrant.
- 18.11. Open orders (When applicable) will be placed in the Praga ERP system to the supplier vendor code, capturing delivery terms, lead time, minimum order quantity and price. MRP Releases will be communicated via the Collaborative Exchange portal and will reflect a 3 month requirement window, with one month firm. Suppliers will be required to accept/reject the release on the portal and subsequently post the Advanced Shipping notice via the Collaborative Exchange portal to Praga Technical.
- 18.12. A Risk Assessment and Contingency plan will be required from the Supplier on an annual basis.
- 18.13. Price change requests need to be submitted to Praga Technical 6 weeks prior to the effective date, with complete back up information to substantiate the price change. Where applicable, any price change request is subject to such price adjustment being accepted by the customer of PRAGA
- 18.14. Supplier performance will be monitored and shared every month by the Praga Quality department with specific objectives and targets. The supply chain performance metrics will include;
 - 18.14.1. Delivery performance
 - 18.14.2. Parts Per Million defect

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18.14.3. Supplier Corrective Action Reporting

18.14.4. Quantity of parts delivered

18.15. PRAGA will be provided access to the Supplier training records to ascertain if the supplier understands the requirements and execution of the PRAGA systems

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER:

FOR: _____

FOR: **PRAGA TECHNICAL (PTY) LTD**

Signatory, who warrants that he/she is duly authorised hereto

Signatory, who warrants that he/she is duly authorised hereto

Name: _____

Name: _____

Place: _____

Place: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

WITNESS:

Name: _____

Name: _____

Signature: _____

Signature: _____

ISO STANDARDS

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FORM

BUSINESS RISK MANAGEMENT PROGRAMME

DOC NO (CONTENT CONTROL)

Praga Technical (Pty) Ltd Purchasing Terms & Conditions

Document No:	FO.412
Rev No:	08
Creator Name:	Sean Frost
Date Created:	13.07.2018
Approver Name:	Rudi Reinecke
Date Approved:	13.07.2018

ANNEXURE A

DOMICILLA CITANDI ET EXECUTANDI

PRAGA

Attention: Purchasing Manager Praga Technical (Proprietary) Limited
 12 Kotzenberg Street
 Rosslyn
 0200
 Tel: 012 541 3314

And

THE SUPPLIER

.....

Attention:

.....

.....

.....

.....

.....

(Physical address and code)

Fax No:

E-mail:



FORM

BUSINESS RISK MANAGEMENT PROGRAMME

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ANNEXURE B

The following Supplier documents need to accompany the signed Praga Technical (Pty) Ltd Purchasing Terms & Conditions:

1. Proof of Company registration – *CM1 or CK documents*
2. Supplier VAT registration number – *VAT103 certificate*
3. Supplier valid Quality certification
4. Proof of Supplier Bank details – *An original letter from the bank stamped and signed off by a bank official not older than 3 months in the same name as the application.*
5. Valid BBBEE certificate

Document Revision Control	
FO.412 – Praga Technical (Pty) Ltd Purchasing Terms & Conditions	
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