

Please read the following terms and conditions before using the [WITS Supplier Onboarding System](#). By logging into and using the WITS Supplier Onboarding System, the Supplier agrees to these terms and conditions. WITS reserves the right to update these terms and conditions at any time without notice to the Supplier.

## 1 DEFINITIONS

- 1.1 **"WITS"** means the University of Witwatersrand, Johannesburg a higher education institution established under the Higher Education Act 101 of 1997, as amended;
- 1.2 **"WITS Supplier Onboarding Portal"** means the online supplier registration/ Onboarding system, which use is offered under license by the terms of this agreement;
- 1.3 **"Supplier"** means any natural person or juristic entity who enters or uses the WITS Supplier Onboarding System.

## 2 TERMS OF USE

- 2.1 The Supplier's representative warrants that he/she is authorised on behalf of the Supplier to agree to these terms and conditions and to represent the Supplier when using the WITS Supplier Onboarding System.
- 2.2 The WITS Supplier Onboarding System, its design and operating systems are the intellectual property of WITS, and the Supplier shall not copy nor reproduce any element of the WITS Supplier Onboarding System nor infringe WITS intellectual property rights in respect of the WITS Supplier Onboarding System in any way.
- 2.3 The Supplier agrees that all information provided to WITS, by the Supplier via the WITS Supplier Onboarding System is current, true and accurate.
- 2.4 It is the Supplier's responsibility to immediately notify WITS concerning any changes to the Supplier's contact information, bank account details, and/or other business information.
- 2.5 WITS may independently verify any information provided and request any supporting evidence from the Supplier, which the Supplier shall supply to WITS without delay.
- 2.6 WITS reserves the right to accept or reject applications in its absolute discretion. Any act below on the part of the Supplier may result in deregistration and/or prohibition from the WITS Supplier Onboarding System:
  - 2.6.1 the submission of false and/or forged documentation on the WITS Supplier Onboarding System;
  - 2.6.2 conviction of the Supplier of any crime of corruption or financial dishonesty whatsoever in any jurisdiction;
  - 2.6.3 infringement by the Supplier of WITS or a third party's intellectual property rights;
  - 2.6.4 direct and/or indirect price-fixing by the Supplier;
  - 2.6.5 misrepresentation to WITS of the quality of goods and/or services provided and/or to be provided by the Supplier;
  - 2.6.6 any breach of any agreement between the Supplier and WITS; and
  - 2.6.7 any outdated information provided by the Supplier.
- 2.7 The WITS Supplier Onboarding System is provided "as is", and use thereof is at the Supplier's own risk.
- 2.8 No warranty, representation, guarantee whether express or implied, is given by WITS in respect of the operation of the WITS Supplier Onboarding System.
- 2.9 WITS accepts no liability whatsoever for any loss or damage (whether direct and/or indirect) incurred by the Supplier when using the WITS Supplier Onboarding System for any reason whatsoever, including but not limited to:
  - 2.9.1 unauthorised access, interception and/or information breach of the WITS Supplier Onboarding System by a third party;
  - 2.9.2 any inaccuracy, error, delay or omission concerning any

- 2.9.3 data, information and/or message displayed on and/or transmitted via the WITS Supplier Onboarding System;
- 2.9.4 any electronic virus transmitted to the Supplier's electronic systems via the WITS Supplier Onboarding System;
- 2.9.5 unavailability and/or suspension and/or removal of the WITS Supplier Onboarding System;
- 2.9.6 fitness for purpose of the WITS Supplier Onboarding System;
- 2.9.7 failure by the Supplier to comply with these terms and conditions;
- 2.9.8 any other reason not directly related to WITS' gross negligence and wilful misconduct.
- 2.10 The Supplier agrees that the [WITS Standard Contract for the Acquisition of Goods and/or Services](#) will apply to all purchase orders unless a written agreement has been approved and signed by a duly authorised WITS representative prior to the issuance of a purchase order. For the avoidance of doubt, the WITS Standard Contract for the Acquisition of Goods and/or Services shall only apply and be binding upon WITS and the Supplier where there is no written agreement in place between the parties, regarding the purchase of the item/s described in the purchase order, prior to the issuance of the purchase order. The Supplier further agrees that under the conditions of this clause 2.10 the WITS Standard Contract for the Acquisition of Goods and/or Services shall prevail in the event the Supplier submits its own terms and conditions (including but not limited to the Supplier's quotation, standard terms and conditions of contract, or invoice terms and conditions).
- 2.11 Personal details provided to WITS through the WITS Supplier Onboarding System used in accordance with its [privacy policy](#) and where applicable the Protection of Personal Information Act 4 of 2013 (POPI).
- 2.12 The Supplier agrees that by completing and submitting its personal information (as defined in POPI) to WITS through the WITS Supplier Onboarding System that it expressly provides its consent thereto for the purposes of WITS' supplier vetting and compliance protocol.
- 2.13 WITS does not make any warranties or representations that the information provided by the Supplier to WITS through the WITS Supplier Onboarding System shall be 100% safe and secure.
- 2.14 WITS shall not be liable for costs incurred by Suppliers to obtain professional advice relating to these terms and conditions.
- 2.15 If any invalid, unenforceable or illegal provision in these terms and conditions would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.
- 2.16 Should any dispute of whatever nature arise from or in connection with these terms and conditions, then the dispute shall, in the first instance be referred to the Supplier's duly authorised representative and the Head of Procurement at WITS who will attempt to resolve the dispute.
- 2.17 The laws of the Republic of South Africa shall govern these terms and conditions. Subject to clause 2.16, any dispute arising from these terms and conditions shall be submitted to the exclusive jurisdiction of the South African Courts, unless the parties agree to resolve such dispute by mediation and/or arbitration in terms of a separate mediation and/or arbitration agreement between the parties.
- 2.18 Should you have any questions regarding these terms and conditions, please contact WITS Procurement Services at: E-mail address: [help.procurement@wits.ac.za](mailto:help.procurement@wits.ac.za)