WAREHOUSE DYNAMICS
VENDOR PARTNER NETWORK
FULL TERMS & CONDITIONS OF REGISTRATION & ENGAGEMENT

1. DEFINITIONS

"WD" means Warehouse Dynamics. "Vendor" or "Contractor" means any supplier or service provider engaging through WD. "Client" means any organisation advised or supported by WD. "Project" means any engagement involving WD.

2. PURPOSE & NATURE OF THE NETWORK

The Vendor Partner Network enables WD to assess market capability and identify suitable vendors. Registration does not guarantee work, preferred status, or ongoing engagement. WD may remove Vendors at its sole discretion.

3. INDEPENDENT CONSULTANCY & NO COMMISSION

WD operates as an independent consultancy and does not act as agent, broker, reseller, employer, or legal representative of any Vendor. WD accepts no commissions, rebates, or incentives.

4. PRIORITY & OVERRIDING EFFECT OF WD TERMS

These Terms apply in priority to any Vendor terms. Any participation in a WD-led Project constitutes acceptance. In case of conflict, WD Terms prevail.

5. COMMERCIAL NEGOTIATION SUPPORT

Any commercial terms ultimately agreed are exclusively between the Vendor and the Client. Where authorised by the Client, WD may facilitate or coordinate technical and commercial negotiations to achieve the most suitable technical, quality, and commercial outcome. Such involvement is advisory only and does not make WD a contracting party. Final decision-making authority remains solely with the Client.

6. NON-PARTY STATUS & DISPUTES

WD is not a party to any contract or dispute between Vendor and Client. WD bears no liability for payment disputes, delays, quality issues, or contractual disagreements. Where authorised, WD may manage process or communication without assuming liability.

7. RIGHT TO ACT ON CLIENT AUTHORISATION

Where authorised by the Client, WD may act as project coordinator or commercial interface. This does not transfer legal, contractual, or regulatory responsibility to WD.

8. MANDATORY INFORMATION DISCLOSURE

Vendors must disclose all relevant technical, compliance, insurance, pricing, and risk information immediately and without prompt. Failure may result in removal from the Network.

9. DATA ACCESS & VERIFICATION

WD may request, verify, and rely upon Vendor-provided information. WD is not responsible for inaccuracies or omissions.

10. INTERNATIONAL & CROSS-BORDER OPERATIONS

WD may support projects outside the UK using local contacts. Vendors remain solely responsible for compliance with all local laws, tax, employment, customs, and regulatory requirements.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, WD excludes all liability for indirect or consequential loss. WD's total aggregate liability shall not exceed £1.

12. INDEMNITY

The Vendor shall fully indemnify and hold harmless WD against all claims, losses, damages, costs, and legal expenses arising from Vendor actions, omissions, or breaches.

13. NO RELATIONSHIP CREATED

Nothing in these Terms creates a partnership, joint venture, employment, agency, or fiduciary relationship. WD owes no duty of care to landlords, asset owners, or Vendors.

14. TERMINATION

WD may terminate Vendor participation at any time without notice or cause. Termination does not affect accrued rights.

15. GOVERNING LAW

These Terms are governed by the laws of England and Wales. Exclusive jurisdiction lies with the courts of England and Wales.

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Warehouse Dynamics