



Terms and conditions for Wiley X EMEA LLC

General information about the company:

Legal business name: Wiley X EMEA, Branch of Wiley X EMEA, LLC, USA (hereinafter referred to as Wiley X)

Address: Søndergade 8-10, 7570 Vemb, Denmark

CVR no: DK 30 24 82 52

Email: B2C: e-com@wileyx.eu / B2B: info@wileyx.eu

Phone: +45 96 93 00 45

Websites: wileyx.dk, wileyx.eu, wileyx.de, wileyx.co.uk

Payment methods: Bank transfer, Dankort, eDankort, Mastercard, Mastercard Debit, VISA, VISA Elektron, Maestro, Anyday, Eurocard, Diners Club and MobilePay. Means of payment may vary between B2C and B2B and may be country specific.

Delivery areas: Europe, Middle East, Africa, India

These terms and conditions apply to all purchases of goods from Wiley X and are divided into B2C (Business to Consumer) and B2B (Business to Business) terms. Purchase of goods requires acceptance of the terms and conditions. The terms and conditions have been prepared in accordance with applicable law, subject to deviations for export sales outside the EU.

1. B2C: Sales to private consumers (Business to Consumer)*

1.1 Ordering

When you order goods on our website, you will receive an order confirmation by e-mail. The purchase agreement is only binding when you receive a final confirmation from us in the form of an invoice. We reserve the right to cancel an order in the event of general obvious price and/or product information errors.

1.2 Prices and payment

All prices include applicable VAT unless otherwise stated. Payment must be made via one of the available, specified payment methods. The amount will only be deducted when the goods are shipped.

If you order goods for delivery outside the European Union, your order may be subject to other fees and taxes not controlled or determined by Wiley X. All orders are shipped from our warehouse in Denmark.

1.3 Delivery

We deliver goods in the specified delivery areas. Delivery time is usually 1-8 working days depending on the destination. Expected delivery times may vary during peak periods. We guarantee delivery within 30 days, provided that the goods are in stock and payment terms are fulfilled, unless the customer is informed otherwise.

The delivery costs vary according to the size of the order and are the responsibility of the customer, unless otherwise, clearly stated. The delivery costs are stated in the ordering phase and also on the order confirmation, which is sent by e-mail when the order is completed.

1.4 Right of withdrawal

The right of withdrawal must be exercised where you purchased your product.

As a consumer, you have a 14-day right of withdrawal, valid from the day you receive your goods.

If you have purchased your goods from us and wish to exercise your right of withdrawal, you must notify us in writing using the form below. You must return the item in its original packaging and unused condition. However, with respect to the original packaging, the item may be briefly tested as if it had been purchased in a physical store.

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You bear the shipping costs and risk of using your right of withdrawal.

You can find the form for right of withdrawal here: [Form for right of withdrawal](#)

You must return your order to us without undue delay and no later than 14 days after you have provided us with the above-described information. Remember to enclose proof of purchase, such as a copy of your order confirmation or invoice.

If you wish to exercise the right to withdrawal, we will return the payment, including any delivery costs (but only the least costly delivery costs) and excluding any customs and import costs.

If possible, the refund will be made via the means of payment that you used when purchasing. The payment will be returned within 14 days of receipt of the returned goods or receipt of documentation that the goods have been returned to the above address.

Exceptions: The right of withdrawal does not apply to custom-made goods or goods customized to your specifications.

1.5 Gift cards, discount codes and promotions

Gift cards issued free of charge cannot be redeemed for cash. Discount codes cannot be combined with other gift cards, discount codes, or offers.

If an item is offered for free with the purchase of another item (typically during a promotion), the item offered for free cannot be exchanged or redeemed for cash. If you wish to exercise your right of withdrawal, all covered items must be returned in the same shipment.

1.6 Right of complaint

You must assert your right of complaint where you purchased your goods.

As a consumer, you have a 2-year warranty. The warranty covers defects that were present at the delivery time. If you discover a defect, you must contact us as soon as possible using the form below, and no later than 2 months after the defect is discovered. If the claim is approved, we will repair or replace the item at no cost to you.

You can find the form to use for the right of return here: [Form for right of complaint](#)

Glasses are also covered by a lifetime warranty for production defects in materials and/or workmanship that are not directly visible or detectable at the time of delivery. However, the lifetime warranty does not apply to glasses with prescription lenses and glasses with color-changing (photochromic) lenses.

Exclusions for lifetime warranty:

- Items purchased through Amazon, eBay or other unauthorized third-party websites or resellers.
- Damage caused by normal use, including but not limited to scratched lenses and frames, surface damage due to interaction with different chemicals or liquids and inappropriate use of the product.
- Defects caused by loss or theft.

Color-changing (photochromic) and laser protection lenses have a life expectancy of 18 months after first exposure to ultraviolet light (UV light).

Unless otherwise documented, the start of use and thus the start of UV exposure is considered to be at the time of delivery. Color-changing (photochromic) and laser protection lenses should therefore be stored in such a way that they are not exposed to UV light when not in use.

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1.7 Liability and force majeure

Wiley X cannot be held responsible for delays or non-delivery due to circumstances beyond our control, such as war, strikes, natural disasters or other unforeseeable events.

2. B2B: Sales to business customers (Business to Business)**

2.1 Ordering and contracting

Orders can be placed via our website, e-mail, or by telephone. An agreement is only binding when Wiley X has confirmed the order in writing in the form of an invoice. We reserve the right to change or cancel offers and orders in case of errors or lack of stock.

2.2 Prices and payment

All prices are exclusive of VAT, taxes, and shipping costs. The terms of payment are as stated in this order confirmation, unless otherwise agreed. In case of late payment, we reserve the right to cancel the order or charge interest and fees in accordance with applicable law.

If you order goods for delivery outside the European Union, your order may be subject to other fees and taxes not controlled by Wiley X. All orders are shipped from our warehouse in Denmark.

2.3 Delivery and transfer of risk

Delivery is EXW (Ex Works) from our warehouse, unless otherwise agreed in writing. The risk for the goods passes to the customer upon collection or transfer to the carrier. The delivery time will be confirmed by order confirmation, but we accept no liability for delayed delivery due to circumstances beyond our control.

2.4 Right of complaint

You must assert your right of complaint where you purchased your goods.

Upon receipt of orders, business customers must immediately inspect them for errors and defects. If errors and/or defects are found, these must be reported as soon as possible (within 7 days of receipt at the latest) using the form below.

You can find the form to use for the right of return here: [Form for right of complaint](#)

Business customers have a 1-year warranty. The warranty covers defects that were present at the delivery time. If the complaint is approved, we will repair or replace the product at no cost to you.

2.5 Retention of title

Wiley X retains title to the delivered goods until full payment has been received.

2.6 Liability and product liability

Wiley X is not liable for indirect losses, operating losses, or loss of earnings as a result of delays or defects in the goods delivered. Product liability follows the mandatory rules of the Danish Product Liability Act.

2.7 Force majeure

Wiley X is not liable for any failure to fulfil our obligations resulting from force majeure events including, but not limited to, natural disasters, war, strikes, pandemics, transportation disruptions, or other unforeseeable events beyond our control.

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3. in the event of a complaint

If you wish to file a complaint, please contact our customer service via email. B2C: e-com@wileyx.eu / B2B: info@wileyx.eu. Alternatively, you have the following options:

- If residing in Denmark: [Center for Complaint Resolution](#)
- If residing in the EU outside Denmark: [EU Commission's online complaint portal](#)

4. Processing of personal data

Wiley X collects and processes personal data in accordance with applicable data protection legislation, including the EU General Data Protection Regulation (GDPR) and the Danish Data Protection Act, which you can read more about on our website.

5. Choice of law and jurisdiction

Any dispute between Wiley X and a customer (both consumer and business customer) shall be settled in accordance with Danish law. The venue for business customers is Wiley X's registered office, while consumers may choose to bring the case before their local court.

6. Changes in terms and conditions

Wiley X reserves the right to change these terms and conditions without prior notice. Any changes will be published on our website and will apply to orders placed after publication.

These terms were last updated and will enter into force January 1st, 2025.

**Wiley X defines a B2C customer by:*

- *A B2C/private consumer/customer is defined as a person who purchases goods for personal use and not for the purpose of commercial or business activity. In other words, the consumer is acting as a private individual and not as part of a commercial enterprise.*

***Wiley X defines a B2B customer by:*

- *A B2B/business customer is defined as a customer acting in the course of their business, i.e. a person or company that purchases goods on behalf of the company for the purpose of using them in a commercial, professional or business context.*

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