

U.S. Standard Terms of Sale

1. Definitions In these Terms and Conditions of Sale ("Terms")

- a. "Contract" shall mean a written agreement signed by Wiley and Customer.
- b. "Customer" shall be the individual or entity named as "the Applicant" on the credit application or an individual or other legal entity purchasing the Goods from Wiley.
- c. "Goods" shall include print books, printed sheets, printed cards, periodicals, videos, discs, and all other physical items which Wiley offers for sale.
- d. "Wiley" shall mean John Wiley & Sons, Inc.

2. ORDER ACCEPTANCE

- a. Once notified by the Customer by way of purchase order or other notification, Wiley shall be deemed to have accepted the Customer's order as set out in the Customer's purchase order in relation to the type of Goods, quantity of Goods and delivery method, only when Wiley fulfills the order for the Goods. Wiley shall not be deemed to have accepted any order until the Goods have been dispatched by Wiley.

3. PRICES

- a. Any quotation made by Wiley is not an offer to sell or to provide Goods. Wiley shall not be bound by any order given in pursuance of any quotation until it is accepted in writing. All orders are subject to acceptance by Wiley within 30 days of receipt by Wiley of the order. Prices are subject to change without notice. Purchase orders which are illegible shall not be processed or accepted.
- b. Any terms and conditions contained in any order, offer, acceptance or other document of the Customer and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.
- c. In the event of any inconsistency between these Terms, any Contracts and the invoice, the order of precedence shall be (i) the Contract, (ii) the Terms and (iii) Invoice, respectively. Each order accepted shall be taken to be a separate agreement. No variation to these Terms shall be binding unless expressly agreed in writing signed by Wiley and the Customer.

4. DELIVERY

- a. Delivery charges, levies, imposts or taxes are not included in the price of the Goods.
Unless otherwise expressly agreed by Wiley in writing, the Customer shall be liable for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the U.S. and the importation of the Goods into another country.
- b. Any date quoted for delivery (“the quoted date”) is an estimate only and unless a guarantee shall be given by Wiley in writing providing for liquidated damages for failure to deliver by the quoted date, Wiley shall not be liable to the Customer for any loss or damage howsoever arising even if arising out of the negligence of Wiley for failure to deliver on or before the quoted date. The Customer shall accept and pay for Goods if and when tendered notwithstanding any failure by Wiley to deliver by the quoted date.
- c. Wiley reserves the right to deliver by installments. If delivery is made by installments, the Customer shall not be entitled to any claim, loss or damage howsoever arising for failure by Wiley to deliver any installments on or before the quoted date.
- d. A signed acknowledgment by the Customer’s representatives or appointed shipping agent or courier company designated by the Customer upon delivery or collection shall be deemed due delivery of the Goods to the Customer and acceptance thereof by the Customer unless the Customer informs Wiley in writing of any non-delivery discrepancy (addressed to its Customer Service Department) within 14 working days of the delivery, together with a copy of the relevant invoice.
- e. If Wiley is unable, through circumstances beyond its control (including without limitation lack of shipping instructions for the Customer), to deliver the Goods within 14 days after notification to the Customer or its agent that the Goods are ready for delivery, Wiley shall be entitled to arrange storage on behalf of the Customer, whereupon delivery shall be deemed to have taken place, and all risk in the Goods shall pass to the Customer. Delivery to the Customer of the relevant warehouse receipt shall be deemed to be delivery of the Goods. All charges incurred by Wiley for storage or insurance by Company to the Customer for the same. Re-deliveries of the Goods due to the Customer’s absence or refusal to accept delivery at the agreed delivery address shall be for the Customer’s sole account.

5. METADATA AND RE-SALE RESTRICTION

- a. If requested, Wiley shall provide to Customer via an ONIX data feed, the following title information ("Metadata") with respect to each Product: (i) title; (ii) author(s)/editor(s); (iii) List Price; (iv) ISBN (v) original publication date(s) (if any); (v) page count (if any); (vi) rights restrictions, if any; (vii) short description; (viii) cover image for use for promotional purposes only; (ix) discount class for each Product; and (x) any such other information as is reasonably requested by Customer.
- b. In addition, Goods are sold subject to all territorial restrictions indicated by Wiley and the Customer shall ensure that it strictly adheres to these restrictions. The Customer shall not sell to any third party who it knows or reasonably ought to know is selling or exporting or likely to sell or export any Goods in breach of the territorial restrictions. The Customer agrees to cooperate with Wiley in investigating any violations of territorial restrictions.
- c. If Wiley is of the opinion that there is or has been any breach of territorial restrictions by the Customer (regardless of whether the Customer is cooperating with Wiley in any investigations or otherwise), Wiley, at its sole discretion, may elect to immediately terminate any and all agreements with the Customer on giving written notice to the Customer, without incurring any liability for any loss, damage or loss of profits which may be incurred by the Customer. Termination shall not prejudice any right by Wiley to sue for any breach pursuant to the these Terms.

6. PAYMENT

- a. Wiley shall invoice the Customer for the Goods at the amount payable stated on Wiley's invoice and the invoice shall be deemed conclusive and binding on the Customer.
- b. The Customer shall pay Wiley's invoice in full, without any set off or deductions, within 60 but no later than 90 days after the date on the invoice. At any time, Wiley may terminate Customer's right to purchase Goods on credit, without the necessity of giving prior notice. Wiley shall not be liable to Customer for any loss or damage sustained by the Applicant as a result of Wiley terminating the Customer's right to purchase Goods on credit.

- c. The Customer shall bear all related bank charges in relation to any payment made to Wiley, including any bank charges incurred by Wiley on receiving the funds.
- d. All costs, legal expenses or any other sums incurred by Wiley in enforcing these Terms or the terms of any Contract with the Customer, including recovering overdue debts shall be charged to the Customer.

7. RISK

- a. Unless otherwise agreed in writing, risk in the Goods shall pass to the Customer at the time Wiley ships the Goods.

8. RETURNS AND CLAIMS

- a. The returns policy set forth at <https://support.wiley.com/s/article/americas-returns-policy> shall apply.
- b. Goods that are sold on a 'firm sale' basis as indicated on the relevant invoice or as otherwise agreed in writing are non-returnable.
- c. Retail and Wholesale customers are responsible for all returned freight costs.
- d. Customers shall return the title page for claims for mis-bound books to be accepted by Wiley. Unless otherwise specified, fully copy returns are required.
- e. To ensure returned Goods are received by Wiley in saleable condition, the Customer shall use quality cartons and packaging. Wiley will not issue credits for Goods received in non-saleable condition or return any such Goods to Customer.
- f. Customer shall ship returns to the location identified by Wiley at the time the return is authorized.
- g. Wiley shall pay for freight of authorized no-fault returns by its nominated carrier. Wiley shall not accept any liability for cost of freight by any other carrier.
- h. As soon as any of the facts or matters which form any part of any claim of complaint whatsoever become known to the Customer, the Customer shall within twenty-one (21) days from the date of invoice, notify Wiley and prior authorization shall be obtained for no-fault returns. Claims received after this time will not be considered for credit.
- i. Wiley shall not be liable in any circumstances for any defects or damages caused in whole or in part by misuse, abuse, neglect or alteration (other than by Wiley) or accident and

Customers who dispute any account must nonetheless pay all other undisputed accounts.

- j. Wiley shall credit Customer 100% of credit if merchandise is deemed saleable and as long as the return is accompanied by invoice information.

9. EBOOK AND EPRODUCTS

- a. The resale of eBook or eProducts in on an agency pricing basis only and is subject to the parties entering into a separate eBook Distribution Agreement. Contact your Sales Rep for additional information.

10. LIABILITY

- a. Wiley does not make or give any warranty, representation or undertaking as to the fitness of purpose of the Goods or that the Goods are not defamatory, injurious, obscene, unlawful or in breach of copyright. Wiley's liability for any other damage arising from any negligence of Wiley in the performance of Wiley's obligations under these Terms is expressly excluded to the greatest extent permitted at law.
- b. For any liability not excluded, Wiley's total liability under contract, tort (including negligence or breach of statutory duty) or otherwise for any agreement shall be limited to the purchase price of the Goods that are the subject of the claim.
- c. Wiley shall not be liable in any event for any indirect or consequential loss or damage (including but not limited to economic loss, loss of profits or opportunities or anticipated profits or revenues or loss of data) arising in any way from the performance of Wiley's obligations under these Terms.
- d. Without prejudice to the foregoing provisions of this clause, claims for any damage to or shortages in Goods delivered must be notified to Wiley within 14 working days. Written notice of all other claims must be given to Wiley within 5 working days of the invoice date and a copy of any claim must be sent to Wiley's Customer Service Department. Claims will not be considered if notified outside these periods.

11. TERMINATION

- a. Upon the occurrence of any of the following:

- i. if any sum due from the Customer to Wiley shall remain unpaid for more the fourteen (14) days after becoming payable (irrespective of whether a formal demand has been made); or
 - ii. if the Customer has breached any of the Customer's obligations; or
 - iii. if the Customer shall make any assignment for the benefit of its creditors or enter into any arrangement with its creditors by composition or otherwise or be unable to pay its debts or have a receiving order made against it or suffer any distress or execution to be levied on its Goods or if a petition has been presented against the Customer to wind up the Customer or if a petition has been presented to appoint a receiver or judicial manager in respect of the Customer;then Wiley shall be entitled to terminate any agreement then subsisting with the Customer upon immediate written notice.
- b. Notwithstanding any other provision in these Terms and notwithstanding any acceptance of the Customer's orders for the Goods, Wiley may terminate any agreement upon giving prior written notice to the Customer at any time.
- c. Termination shall not affect any rights or obligations of the parties hereto arising prior to such termination and Wiley shall not be liable for any loss or damage caused to the Customer due to termination.

12. TAXES

- a. Except otherwise mentioned, all duties, levies, imposts or taxes levied in connection with the sale of Goods shall be borne by the Customer, unless otherwise agreed by Wiley in writing. Customers shall cooperate fully with Wiley in managing the withholding, reporting and payment to government and/or tax authorities where applicable (whether sales, use, Goods and services, value added, or other similar tax or levy, on sales of Wiley's Goods (collectively, "Taxes")), as follows: Customers shall charge to and collect from Taxes in all jurisdictions that require payment of Taxes on sale of Goods by Wiley in accordance with the laws of each jurisdiction.
- b. Customers shall be responsible for remitting and reporting to the appropriate government and/or tax authorities in a manner and within the timeline prescribed under the relevant laws of the jurisdiction.

13. FORCE MAJEURE

- a. "Force Majeure" means circumstances beyond the control of either party including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; disruption to the postal system or supply chain; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a party's control whether similar or dissimilar to the foregoing.
- b. Notwithstanding any other term in this Agreement, neither party's delay or failure to perform any provision of this Agreement due to Force Majeure will be deemed to be, or to give rise to, a breach of this Agreement. The party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations but not to exceed 90 days. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused.

14. JURISDICTION

- a. This contract for the supply of the Goods is deemed to have been entered into the State of New York. Any legal action arising out of or in respect of the contract and/or the interpretation thereof shall be brought only in the New York County, New York in the State of New York and the Customer irrevocably submits itself to the jurisdiction of the courts of New York County.

15. ORDERS

- a. When ordering, please include ISBNs, account number and purchase order number. This will facilitate the speedy and accurate processing of your order. Purchase orders which are illegible cannot be processed and will be returned to the Customer for clarification.
- b. Please email large orders as a CSV or an Excel spreadsheet with the ISBN and quantity in separate columns.

16. MISCELLANEOUS

- a. Wiley reserves the right, at our discretion, to update or revise these Terms. Please check the Terms. Any orders placed after the Terms are revised shall be subject to the revised Terms and the placement of an order constitutes acceptance of those changes.