1. Validity, provider, offer, contract conclusion, reservation of possession

1.1 For offers and deliveries, the vendor Werder Bremen Fan-Service GmbH is represented by manager Petra Stelljes, Hoerneckestr. 11/13, 28217 Bremen, Phone: +49 (0) 421/434590; Email: info@werder-fanwelt.de, registered in the commercial register of the local court of Bremen under HRB 15803 (hereinafter: Fan-Service) products from the fan catalogue and the website www.werder.de/shop shall be solely governed by these conditions. Differing conditions are not accepted by the Fan-Service, even if a contradiction has not specifically occurred. Acceptance shall be granted only by an explicit written confirmation of their validity by the Fan- Service. Changes differing from these conditions and agreements must be documented in writing.

1.2 The Fan-Service's employees can only give a verbal acknowledgement of receipt in the case of an order that is placed by telephone. This does not represent any acceptance of the offer. The contract only becomes effective when the purchaser receives a declaration of acceptance sent by us via e-mail or post, or by sending the goods within five (5) days.

1.3 Pressing the 'Send Purchase Order' button represents an offer to the Fan-Service for concluding a contract of sale, in the case of a purchase order that is placed in the online shop. Minors are required to obtain the consent of their legal guardians before placing an order. After receipt of your purchase order, you will immidiately receive an e-mail confirming that your offer has been reveived. Note that this does not represent the acceptance of your offer. The acceptance of your offer by our Fan-Service (thus meaning the conclusion of the contract) only comes into being upon receipt of a notice of acceptance via e-mail, post or if the delivery of the goods is performed within five (5) days after receipt of order.

1.4 Your purchase order will be considered refused if you do not receive a declaration of acceptance from the Fan-Service within five (5) days. If you receive the declaration of acceptance of your purchase order after expiry of the period of five (5) days and you do not want to keep the goods, then you can refuse acceptance or send the goods back at the expense of the Fan-Service.

1.5 All goods remain our property until full payment of the purchase price including all incidental receivables arising from the business relationship.

1.6 When ordering from our Online Shop, the order process consists of 5 steps. In the first step you select the desired goods. In the second step you enter your customer data, including the invoice address and possibly a different delivery address, or you register with your registration data if you are already registered. In the third step you select the shipping method. In the fourth step you choose your payment method. In the fifth step you have the option to review and, if necessary, correct any information (e.g. name, address, shipping method, method of payment, ordered items) before sending your order to us by clicking on 'Buy Now' or by discontinuing the order process by leaving the page.

1.7 We do not store the wording of the contract of your order. You can print the text before sending us your order by clicking on "Print" in the last step of the order in the browser. We will also send you an order confirmation with all order data to the e-mail address you provided.

2. Agreement about the cost of return, instructions regarding the right of withdrawal

2.1 If you exercise your right to cancel, we will bear the costs of the return shipment. Please be aware that a right of cancellation does not exist if you order one of the individually selected or particular customization or if the goods are clearly customized to your needs. This exception is stated separately under 2.4 in the terms and conditions.

If we take back the goods without a revocation according to paragraph 2.2 or a warranty claim, you have to bear the shipping costs.

***– Beginning of the instruction regarding the right of* withdrawal –**

2.2 Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days and shall begin from the day on which you or a third party other than the carrier and indicated by you acquires the material possession of each of the the goods ordered. In order to exercise your right of withdrawal, you must inform us that you would like to withdraw from the contract in a clear statement (e.g. in a letter sent by mail, fax or e-mail). You may use the enclosed sample withdrawal form but this is not required.

To ensure the right of withdrawal, it is sufficient to send the notice of right of withdrawal before expiry of the withdrawal period to the following address:

Werder Bremen Fan-Service GmbH, Hoerneckestraße 11/13, D 28217 Bremen.
Fax: +49 (0) 421 4999 5970. E-mail: info@werder-fanwelt.de

2.3 Effects of the withdrawal

If you withdraw from this contract, we must reimburse all payments that we received from you including delivery costs (with the exception of additional costs that may have occured from a different type of delivery other than offered by us, which is the most inexpensive standard type of delivery) without delay and at the latest within fourteen (14) days upon receipt of the notice of right of withdrawal from the contract.

For this reimbursement, we will use the same payment method that was used in the original transaction unless another payment method was expressly agreed upon with you. In no case will you be charged any fee for this payment. We can refuse the reimbursement until we have received the goods or until you can prove that you have sent the goods back, whichever occurs earlier.

You are required to return or deliver the goods immediately after you notified us of the withdrawal from the contract and in any case at the latest within fourteen (14) days counted from the day on which you notified us of your withdrawal from the contract. The deadline is met if the goods are sent off before the grace period of fourteen (14) days has expired.

We will cover the return shipping costs for returning the goods.

You shall only be liable for any diminished value of the goods resulting from your handling other than what is necessary to ascertain the nature, condition and functioning of the goods.

2.4 Exceptions to the right of withdrawal

Unless otherwise stipulated the right of withdrawal does not apply to distance sales contracts (contracts entered at a distance from the supplier, consumer does not have the opportunity to inspect the goods before purchasing, e.g. contract concluded via phone or internet)

- for the supply of goods that are not pre-prepared, and are produced according to individual preference and within the customer's order, or distinctly tailored to the personal preferences of the consumer (This includes the customization of products with names or player's names on shirts which you indicated in your order.)
- to the delivery of goods which perish quickly or whose expiration date would be exceeded after shipping
- to the delivery of sealed goods which are not suitable for return for reasons of hygiene or health protection
- to goods whose sealing has been removed after delivery
- to the delivery of goods which were mixed with other goods after delivery and are inseparable due to their nature
- to the delivery of sound or video recordings or computer software delivered in a sealed package, if the sealing was removed after delivery
- to the delivery of newspapers, magazines or other illustrated press with the exception of subscription contracts.

– End of theinstructions regarding the right of withdrawal –

3. Shipping cost, means of payment, delivery and discounts

3.1 The delivery cost within Germany is € 5. If you choose cash on delivery please note the higher charges of 4,50 € extra fee. The dispatch cost will be waived in the case that the purchase order's value exceeds € 100.

3.2 The shipping costs to European countries are €15.00. For overseas and non-European countries, the shipping costs are €33.00. Foreign orders can only be paid with credit card or Paypal (after prior arrangement with info@werder-fanwelt.de)

3.3 All of the quoted prices include the value-added tax that applies when the invoice is issued, plus the amount of the delivery cost.

3.4 Please refer to the respective product page to find out further details about the delivery period.

3.5 In the case of deliveries abroad, you are obligated to obtain the required registrations and approvals at your own cost and to pay the levied customs duties.

3.6 No discounts can be combined. You can only claim one discount per purchase order.

4. Additional conditions for the Werder gift card

4.1 These terms and conditions apply to the purchase of a Werder gift card in addition to the valid General Terms and Conditions of Business of the Werder Bremen Fan-Service GmbH.

4.2 Discounts, e. g. member discounts or discounts from special promotions cannot be applied when purchasing this gift card. After loading the card with a credit amount it can only be used for payment exclusively in the Werder Fan-Welt at the Weser-Stadium and the Online Shop www.werder.de/shop. The cards are not personalized and we do not verify authorization on the card.

4.3 Credits of any amount (max. 250 €) can be stored on the card. You will be able to view the amount charged in the Werder Fan-Welt or when ordering in the Online Shop. In the event of loss, theft or damage of the card, Werder Bremen Fan-Service GmbH does not accept any liability, insofar as the damage is not due to a product defect. In this case, liability is limited to the replacement of the card and the credit stored on it. The balance on this card will not earn interest and will not reimbursed in cash. We are entitled to exchange tickets, e. g. in the case of technological changes. We reserve the right to refuse payment with this card in certain circumstances, such as, for example, if payment is not possible due to a technical malfunction.

5. Terms of Payment

5.1 Payments can be made:

- by cash on delivery (a cash-on-delivery fee of currently € 4.50 is payable in addition to the purchase order's value); or
- by credit cards that are accepted by the Fan-Service (VISA or Mastercard), or
- by instant bank transfer, or
- via PayPal, or
- via gift card

Foreign purchase orders cannot be dealt with by cash-on-delivery in general. Purchase orders from abroad can only be paid by credit card or via PayPal.

5.2 Payment by credit card is carried out by entering the credit card number, the expiration date and where required the CVC number in the appropriate input fields shown in the dialogue window for purchase orders. We utilize the Secure Socket Layer (SSL process) encrypting process for this purpose, which corresponds to the currently highest standard of security on the internet. As soon as you have entered all necessary data upon payment and after you have clicked the Confirmation Button, all

information will be transferred in fully encrypted form. You are thus protected from a third party (e.g. ‘hacker’) gaining access to your data.

5.3 The system called SOFORT-Überweisung used by the SOFORT AG will be utilized in the case of paying via instant bank transfer. To make use of this service, the customer must possess an active online banking account with the PIN/TAN system. Please note that a small number of banks do not yet offer instant bank transfer as an option. After you have input your bank´s sort code, you will be directed to the online banking system of your bank or savings bank for this purpose. You register as usual in this case. The system automatically displays a bank transfer, which contains all of the purchase order´s details: the invoiced amount, the intended purpose and the banking connection. You authorize the bank transfer by inputting a TAN. You will then receive a confirmation about the successful payment which is printable. The only prerequisite for payment via instant bank transfer is a giro account that is held with a participating credit institute (e.g. bank) that is connected to the online banking system. No registration is necessary.

6. Warranty and liability

6.1 The statutory warranty rights apply. The statutory warranty period begins with the delivery of the goods and lasts two years, in exceptional cases longer, see § 438 BGB (German Civil Code). In the event of a defect, you have the statutory right to a subsequent performance (your choice: a removal of defects or replacement) within the legal warranty period and – insofar as the statutory preconditions apply – the statutory rights to a price reduction, withdrawal or compensation. You must give us two attempts at rectification. Should your choice of replacement performance only be possible at a disproportionately high cost, your claim is limited to the other form of subsequent performance.

6.2 Fan-Service shall not be liable for damages, defects or deterioration of the goods arising from improper or inappropriate use or treatment, negligant handling of the goods, non-compliance with maintenance instructions, product alteration including post modification or processing, e.g. through flocking or chemical influences.

6.3 If the subsequent fulfilment is carried out by way of a replacement delivery, then you are obligated to send back the originally delivered goods to the Fan-Service within 30 days at the Fan-Service´s cost.

6.4 The Fan-Service is unlimitedly liable, insofar as the damage was caused by (criminal) intent or gross negligence.

6.5 Furthermore, the Fan-Service is liable for slightly negligent infringement of essential duties in the case that infringement of them jeopardizes achievement of the contractual purpose, or for the infringement of duties in the case that the contract´s proper implementation is only possible if they are fulfilled and you regularly trust compliance with them. However, the Fan-Service is only liable for the foreseeable damages that are contractually typical in this case. The Fan-Service is not liable for slightly negligent infringement, other than infringement of the duties which are mentioned in the preceding sentences.

6.6 The aforementioned limitations of liability do not apply to injury of life, body or health, to a defect after a guarantee has been accepted for the quality of the goods, nor in the case of deceitfully withheld information about defects. The liability according to the German Product Liability Law remains unaffected.

6.7 As long as the Fan-Service´s liability is excluded or limited, this also applies to infringements of duties by the Fan-Service´s sub-contractors.

7. Risk of procurement; elimination of delivery obligation; extension of delivery periods

7.1 The Fan-Service is not responsible for the risk of procurement, including those purchases that fall into the category of unascertained goods. We are only bound to deliver merchandise supplied from our inventory and are only obligated deliver merchandise ordered from our licensees and suppliers.

7.2 Our delivery obligation does not apply when we are not supplied accurately and timely in spite of an orderly congruent business transaction. We are not responsible for the lack of availability, when we have informed you about this lack of availability immediately, and we have not taken any procurement risks. Should advance payments have been accepted they will be refunded without any delay by the Fan-Service.

7.3 The delivery period will be extended accordingly due to debilitating circumstances of the supply in case of force majeure. This includes strikes, lockouts, official interventions, energy and raw material shortages, involuntary transport constraints, non-culpable operational obstacles, for example through fire, water, damage to machinery and any other obstructions, which have not been culpably caused by us, when considered objectively. We will notify you immediately about the start and the end of such obstacles. Should the hindrance of performance last beyond four weeks after the originally applicable delivery periods, you are entitled to withdraw from the contract of puchase. Further claims, particularly claims for damages, are not applicable.

8. Commercial intellectual property rights and data-protection

8.1 All logos, photographs and other illustrations that are displayed on our website and further internet sites including our online catalogue are legally protected trade-marks or protected by copyright. Any use of them without the consent of ‘Werder von 1899 e.V’ sports club or the Fan-Service – especially unauthorized downloading of illustrations – is prohibited and any contravention will be pursued under civil law or criminal law.

8.2 All personal data will be treated confidentially according to the applicable conditions regarding data-protection. For further information, please refer to the data-protection conditions that are printed on the purchase order form.

9. Packaging and Batteries

According to the regulations of the Packaging Ordinance, the Fan-Service is obligated to take back the packaging of purchased goods that do not carry the logo of a system for general disposal (like ‘The Green Dot’ for example of Dual System Deutschland

AG or the ‘RESY’ symbol) and to ensure that it is recycled or disposed of. Certain goods sold by us will contain batteries. Batteries must never be disposed of with household refuse. Batteries and rechargeable Batteries that contain harmful substance are labelled with the symbol of a crossed out refuse bin and one of the following chemical symbols: Cd for cadmium, Hg for mercury and Pb for lead. You are legally obligated to return all used batteries and rechargeable Batteries, e.g. at public collection centres or wherever batteries are sold. For appropriate recycling or disposal, please send the packaging/battery to:

Werder Bremen Fan-Service GmbH, Hoerneckestr. 11/13, D 28217 Bremen

Please ensure sufficient postage to cover shipping charges.

10. Wines and spirits

10.1 It is forbidden to sell alcohol to anyone under the age of 18. Our offer is aimed at adults exclusively. If you are under the age of 18, you are not allowed to order any spirits from us.

10.2 You declare with your purchase order that you understand and agree with our general terms and conditions of business; you also assure that you have already reached the minimum age of 18 years.

11. Governing law, dispute resolution

11.1 German Law is applicable under the exclusion of the UN Commercial Law (CISG), in a way that the granted protection shall not be withdrawn by mandatory provisions of the country’s law, in which the consumer has his/her habitual residence.

11.2 Information about Online Dispute Resolution/ General information obligation according to § 36 VSBG: The EU Commission has created an internet platform for online settlement of disputes (the "ODR platform" .) The ODR platform serves as a focal point for the extrajudicial settlement of disputes concerning contractual obligations arising from online sales contracts. Customers can access the ODR platform by clicking on this link: http://ec.europa.eu/consumers/odr/ Werder Bremen Fan-Service GmbH is not willing to take part in dispute resolution procedures by a consumer arbitration board.

Notices according to § 18 The Electrical Products Act

Please note that used electrical and electronic devices may not be placed in unsorted municipal waste, but instead must be collected separately and recycled when possible. The symbol of the wheelie bin indicates the need for separated collection. The improper disposal of used electrical appliances endangers human health and the environment.

Please support environmental protection and ensure electronic devices that you no longer want to use are in the appropriate system of separated waste. Please note that it is your responsibility to delete the personal data on used devices that you plan to dispose.

The waste management authorities have established collection points for separated collection, where old devices will be accepted free of charge from private households in your area. Please keep yourself informed about your local garbage schedule or from your city or

local authority about the availability in your area for returning or collection of used electronic devices.

Bremen, March 2018
Werder Bremen Fan-Service GmbH

The company is entered under the number of HRB 15803 in the Commercial Registry that is held by the District Court of Bremen.