

## **1. Validity, supplier, offer, conclusion of contract, retention of title**

1.1 For offers and deliveries of the supplier Werder Bremen Merchandising GmbH, represented by the managing director Petra Stelljes, Hoerneckestr. 11/13, 28217 Bremen, phone: 0421/434590; e-mail: fanshop@werder.de, registered in the commercial register of the local court of Bremen under HRB 15803 (hereinafter: Merchandising GmbH) of goods from and from the website [www.werder.de/shop](http://www.werder.de/shop), these terms and conditions apply exclusively. Merchandising GmbH does not recognize deviating terms and conditions, even if an objection is not expressly made. They shall only be recognized if Merchandising GmbH expressly confirms their validity, at least in text form. Agreements deviating from these terms and conditions must be recorded at least in text form for verification purposes.

1.2 If an order is placed by telephone, the employee of Merchandising GmbH will only issue a verbal confirmation of receipt. This does not constitute acceptance of the offer. The contract is only concluded by a declaration of acceptance by e-mail or post or by sending the goods, whereby the date of conclusion of the contract is deemed to be the date of receipt of the goods by the customer.

1.3 When placing an order in the online store, clicking the "Buy now" button constitutes an offer to Merchandising GmbH to conclude a purchase contract. Minors require the consent of their legal guardians to place an order. Immediately after receipt of your order, you will receive an e-mail confirming receipt of your offer, without this already constituting acceptance of the offer. The acceptance of your offer (and thus the conclusion of the contract) by Merchandising GmbH takes place by means of a declaration of acceptance by e-mail or post or by sending the goods.

1.4 All goods remain the property of Merchandising GmbH until the purchase price and all claims associated with the purchase have been paid in full.

1.5 When ordering via our online store, the ordering process comprises a total of 5 steps. In the first step, you select the desired goods. In the second step, you enter your customer details including billing address and, if applicable, a different delivery address or log in with your login details if you are already registered. In the third step, select the shipping method. In the fourth step, you choose how you would like to pay. In the fifth step, you have the opportunity to check all the details (e.g. name, address, shipping method, payment method, items ordered) once again and correct them if necessary before you send us your order by clicking on 'Buy now' or cancel the order process by leaving the page.

1.6 We do not save the contract text of your order. You can print out the text before sending your order to us by clicking on "Print" in the browser in the last step of the ordering process. We will also send you an order confirmation with all the order details to the e-mail address you have provided. In this e-mail or in a separate e-mail, but at the latest upon delivery of the goods, we will send you the text of the contract (consisting of the order, GTC and order confirmation) on a permanent data carrier (e-mail or paper printout) (contract confirmation).

1.7 The contract shall be concluded in German.

## **2. agreement on return costs, exclusion of revocation for tickets, revocation instructions**

2.1 If you make use of your right of withdrawal, we will bear the regular costs of the return shipment. Please note that there is no right of withdrawal if you order a flocking that you have individually selected or specified or if the goods are clearly tailored to your needs. This exception is referred to separately under 2.4 in the cancellation policy.

If we take back the goods without there being a revocation in accordance with section 2.2 or a warranty case, you must bear the shipping costs.

Pursuant to Section 312g (2) No. 9 BGB, the right of withdrawal for contracts for the provision of services in connection with leisure activities is excluded if the contract provides for a specific date or period for the provision of services. Please understand that a right of withdrawal cannot therefore be granted for events booked for a specific date and that contracts for tickets are not covered by the right of withdrawal.

## **- Beginning of the withdrawal policy -**

### 2.2 Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods. To exercise your right of withdrawal, you must inform us

Werder Bremen Merchandising GmbH, Hoerneckestraße 11/13, 28217 Bremen  
Tel.: 0421-434590, Fax: 0421-4999 5970, E-Mail: fanshop@werder.de  
of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the attached [sample withdrawal form](#), but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

### 2.3 Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

We shall bear the costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

### 2.4 Exceptions to the right of withdrawal

Unless otherwise specified, the right of withdrawal does not apply to distance selling contracts

- for the delivery of goods which are not prefabricated and for the production of which an individual selection or order by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (this also includes the player or individually specified flocking ordered by you),

- for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded,
- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery,
- for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature, for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery,
- for the delivery of newspapers, magazines or periodicals with the exception of subscription contracts.
- for the provision of services in the areas of accommodation for purposes other than residential purposes, transportation of goods, vehicle rental, delivery of food and beverages and for the provision of other services in connection with leisure activities, if the contract provides for a specific date or period for the provision.

### **- End of the withdrawal policy -**

### 3. delivery, availability of goods

3.1 Delivery times stated by Fan Service are calculated from the time of our order confirmation, subject to prior payment of the purchase price (except in the case of purchase on account). If no or no deviating delivery time is specified for the respective goods in our online store, the delivery time is 5 working days.

3.2 In the case of deliveries abroad, you are obliged to obtain any necessary registrations and permits in good time at your own expense and to pay any customs duties due.

3.3 If no copies of the selected product are available at the time of your order, Fan-Service will inform you of this immediately in the order confirmation. If the product is permanently unavailable, Fan-Service will not accept your offer. In this case, a contract will not be concluded.

3.4 If the product you have ordered is only temporarily unavailable, we will also inform you of this immediately in the order confirmation.

3.5 Deliveries are made worldwide.

### **4. shipping costs, terms of payment, delivery, discounts**

4.1 The shipping costs within Germany are € 5. An additional cash on delivery fee of € 4.50 is charged for cash on delivery shipments. Shipping costs are waived for orders over €100. When purchasing gift vouchers to print out (Print@Home) there are no shipping costs.

4.2 Shipping costs abroad are calculated individually and depend on the destination country, parcel weight and any additional services provided by the delivery company. The exact shipping costs can be found at <https://www.werder.de/shop/versand> and are displayed in the order overview at the latest. Orders from abroad can only be paid by credit card or PayPal (after consultation with [info@werder-fanwelt.de](mailto:info@werder-fanwelt.de)).

4.3 The goods shall be dispatched by post. The shipping risk is borne by the provider if the customer is a consumer.

4.4 All prices shown include the value added tax applicable at the time of invoicing and do not include shipping costs.

4.5 Any discounts cannot be combined with each other. You can only claim one discount per order. Discounts are not granted for tickets.

4.6 Members of Sport-Verein "Werder" von 1899 e.V. receive a discount of ten percent on all items, unless they are price-reduced goods or promotional items. The discount will be displayed in the order overview. The discount is not granted on delivery and shipping costs.

4.7 Merchandising GmbH is entitled to make partial deliveries if this is reasonable for the customer.

## **5. special conditions for the voucher card**

5.1 For the purchase of the Werder gift card, these terms and conditions apply in addition to the applicable General Terms and Conditions of Werder Bremen Merchandising GmbH.

5.2 No discounts, e.g. member discounts or discounts from special promotions, can be claimed when purchasing the card. This card can only be used for payment in the Werder Fan World at the Weser Stadium and the online store [www.werder.de/shop](http://www.werder.de/shop) once it has been topped up with credit. The cards are not personalized and we are not obliged to check the eligibility of the card.

5.3 Any amount of credit (round amounts of max. € 250) can be stored on the card. The stored amount can be read out in the Werder Fan World or via the online store. Werder Bremen Merchandising GmbH accepts no liability for the loss, theft or illegibility of the card, unless the illegibility is due to a product defect. In this case, liability is limited to the replacement of the card and the credit stored on it. The credit on this card does not bear interest and is not paid out in cash. We are entitled to replace cards, e.g. in the event of technological changes. We reserve the right to refuse payments with this card in individual cases, e.g. if payment is not possible due to a technical fault.

## **6. payment modalities**

6.1 Payments can be made

- cash on delivery (plus a cash on delivery fee of € 4.50); or
- by credit card accepted by Fan Service (VISA or Mastercard), or
- by SOFORT bank transfer, or
- via PayPal, or
- by voucher card

Orders from abroad cannot be processed by cash on delivery. Orders from abroad can only be paid by credit card or PayPal.

6.2 Payment by credit card is made by entering the credit card number, expiry date and, if applicable, CVC number in the corresponding input fields of the order dialog. We use the Secure Socket Layer (SSL) encryption method, which currently meets the highest security standards on the Internet.

As soon as you have entered your data during payment and clicked on the confirmation button, your details are sent in encrypted form. They are thus protected from external access.

6.3 The SOFORT AG system is used for payment by instant bank transfer. The prerequisite is that the customer has an activated online banking account with PIN/TAN procedure. Please note that Sofortüberweisung is not yet available at a few banks. When using SOFORT-Überweisung, you will be securely redirected to your bank's or savings bank's online banking after entering your sort code. Here you log in as usual. The system will automatically display a bank transfer containing all the details of the order: Invoice amount,

reason for payment and bank details. You authorize the transfer by entering a TAN. Finally, in the last step of the SOFORT transfer, you will receive a confirmation of the successful payment, which you can print out. The only requirement for payment with SOFORT is a current account with a bank that is activated for online banking. No registration is necessary.

6.4 You can change the payment method saved in your user account at any time.

6.5 Payment of the purchase price is due immediately upon conclusion of the contract. If the due date of payment is determined by the calendar, you are already in default by missing the deadline. In this case, you must pay Werder Merchandising default interest of 5 percentage points above the base interest rate for the year.

6.6 The customer's obligation to pay default interest does not preclude Werder Merchandising from claiming further damages caused by default.

## **7 Warranty, liability**

7.1 The statutory warranty rights shall apply. The statutory warranty period begins with the delivery of the item and generally runs for two years, in exceptional cases longer if necessary, see § 438 BGB. In the event of a defect, you have the statutory right to subsequent performance within the statutory warranty period (at your discretion: rectification of the defect or new delivery) and - if the statutory requirements are met - the statutory rights to a reduction in price or withdrawal and also to compensation. You must grant us a total of two attempts to rectify the defect. If the type of subsequent performance requested by you is only possible at disproportionate cost, your claim shall be limited to the other type of subsequent performance.

7.2 Damage caused by natural wear and tear, unsuitable or improper handling or use, non-compliance with the care instructions, changes to the products including subsequent finishing, e.g. by flocking or chemical influences, are not subject to the warranty unless Merchandising GmbH is responsible for them.

7.3 If the supplementary performance has taken the form of a replacement delivery, you are obliged to return the goods first delivered to Merchandising GmbH within 30 days at the expense of Merchandising GmbH.

7.4 Merchandising GmbH shall be liable without limitation insofar as the cause of the damage is based on intent or gross negligence.

7.5 Furthermore, Merchandising GmbH is liable for the slightly negligent breach of essential obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you regularly rely. In this case, however, Merchandising GmbH is only liable for the foreseeable damage typical for the contract. Merchandising GmbH is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

7.6 The above limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the goods and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

7.7 Insofar as the liability of Merchandising GmbH is excluded or limited, this also applies to breaches of duty by Merchandising GmbH's vicarious agents.

## **8. procurement risk; lapse of the delivery obligation; extension of delivery times**

8.1 Merchandising GmbH does not assume any procurement risk, even if it is a purchase contract for generic goods. We are only obliged to deliver from our stock of goods and the delivery of goods ordered by us from our licensees and suppliers.

8.2 Our obligation to deliver shall not apply if we ourselves are not supplied correctly and on time despite a proper congruent covering transaction and we are not responsible for the lack of availability, we have informed you of this immediately and we have not assumed a procurement risk. In such cases, Merchandising GmbH will reimburse any advance payments without delay.

8.3 The delivery period shall be extended appropriately in the event of circumstances affecting delivery due to force majeure. Force majeure includes strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, for example due to fire, water and machine damage, and all other hindrances which, from an objective point of view, have not been culpably caused by us. We will inform you immediately of the beginning and end of such hindrances. If the impediment to performance in the aforementioned cases lasts for a period of more than 4 weeks after the originally applicable delivery times, you are entitled to withdraw from the contract. Further claims, in particular for damages, do not exist.

## **9. industrial property rights, data protection**

9.1 All logos, photographs and other images on the website or in the online catalog are protected by trademark law or copyright. Any use without the consent of Sport-Verein "Werder" von 1899 e.V. or Merchandising GmbH, in particular the unauthorized downloading of images, is prohibited and will be prosecuted under civil or criminal law.

9.2 All personal data will be treated confidentially in accordance with the applicable data protection regulations. For further information, please refer to our data protection provisions printed on the order form.

## **10. packaging, batteries**

In accordance with the provisions of the German Packaging Ordinance, Merchandising GmbH is obliged to take back packaging of purchased goods that does not bear the mark of a system of nationwide disposal (such as the "Green Dot" of Duales System Deutschland AG or the "RESY" symbol) and to ensure that it is reused or disposed of. Batteries are also used in some of the goods sold. Batteries must not be disposed of with household waste. Batteries and rechargeable batteries containing hazardous substances are marked with a crossed-out dustbin and one of the following chemical symbols: Cd for cadmium, Hg for mercury, Pb for lead. You are legally obliged to return all used batteries and rechargeable batteries, e.g. to public collection points or where batteries are sold. For recycling or proper disposal via Merchandising GmbH, please send the packaging/battery to:

*Werder Bremen Merchandising GmbH, Hoerneckestr. 11/13, 28217 Bremen.*

Please ensure that your consignment is sufficiently franked.

## **11. wines and spirits**

11.1 The sale of alcohol to young people under the age of 18 is prohibited. Our offer is aimed exclusively at adults. If you are under the age of 18, you may not order spirits from us.

11.2 When placing an order, you declare your agreement with this regulation by taking note of the GTC and confirm that you have already reached the minimum age of 18 years.

## **12 Applicable law**

12.1 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) to the extent that the protection afforded by mandatory provisions of the law of the country in which the consumer has his habitual residence is not thereby withdrawn.

12.2 Information on online dispute resolution / general information obligation pursuant to Section 36 VSBG: The EU Commission has created an internet platform for the online settlement of disputes (so-called "ODR platform"). The ODR platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. The customer can access the ODR platform via the following link: <http://ec.europa.eu/consumers/odr/> Werder Bremen Merchandising GmbH is not obliged and not willing to participate in dispute resolution proceedings at a consumer arbitration board.

### **13. invalidity clause**

The contract shall remain binding in its remaining parts even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, if any. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

### **Information according to § 18 Electrical and Electronic Equipment Act**

Please note that used electrical and electronic appliances must not be disposed of with unsorted municipal waste, but must be collected separately and recycled wherever possible. The wheeled garbage can symbol indicates the need for separate collection. Improper disposal of waste electrical and electronic equipment endangers people and the environment.

You too can help to protect the environment and ensure that electrical appliances that you no longer wish to use are disposed of in the separate collection systems provided for this purpose. Please note that you are responsible for deleting any personal data stored on the old appliances to be disposed of.

The waste disposal authorities have set up collection points for separate collection where old appliances from private households in your area can be collected free of charge. Please check your local waste calendar or contact your city or municipal administration to find out about the options for returning or collecting old appliances in your area.

### **Order with Verimi**

Alternatively, you have the option of placing orders in our store by entering your registration and other personal data from the Verimi service. By registering, the data required for the order will be transmitted to us. Ordering with Verimi requires that you have set up a user account with Verimi.

Verimi and Werder have mutually undertaken to comply with data protection regulations and to maintain a high standard of security.

For more information on how Verimi processes your data, please refer to the data protection declaration.

Bremen, March 2024  
Werder Bremen Merchandising GmbH,  
Bremen Local Court under HRB 15803.

