

1. Scope, offer, conclusion of contract

- 1.1** Any offer or delivery of goods in/from the fan catalogue and the website www.werder-fanshop.de is made by Werder Bremen Fan-Service GmbH, address for service: Hoerneckestr. 11/13, 28217 Bremen (hereinafter: Fan-Service), exclusively subject to the terms and conditions set out herein. Fan-Service does not accept other terms and conditions even if they are not expressly objected. Such terms and conditions may be acknowledged only by a written confirmation of their application by Fan-Service.
- 1.2** Your order is an offer to Fan-Service to conclude a purchase contract. By ordering, you confirm that you are authorised to place the order, i.e. minors require the consent of their parents or legal guardians. Immediately upon receipt of your order, we will send you an e-mail confirming receipt, however, this does not already mean acceptance of your offer by us. Your offer is accepted (and the contract concluded) by Fan-Service sending the goods to you. An offer may, however, also be accepted by a separated e-mail.
- 1.3** All goods remain the property of Fan-Service until the purchase price and all claims connected with the purchase have been paid completely.

2. Agreement regarding return charges, information about your right of revocation

- 2.1** Agreement regarding bearing of costs: If you exercise your right of revocation, you must bear the regular cost of the return if the goods delivered correspond to your order and the price of the goods to be returned does not exceed €40 or, in the case of a higher price of the goods, if you have at the time of revocation not yet rendered the service in return or paid a contractually agreed instalment. Otherwise, return of the goods is free of cost to you.

– Start of information about your right of revocation –

- 2.1** **Right of revocation:** You may revoke your declaration of contract in writing (e.g. by letter, fax, e-mail) within 14 days without stating a reason or, if you have received the goods before the end of the 14-day period, also by returning the goods. The 14-day period starts upon receipt of this written instruction, however, not before receipt of the goods by the recipient (in the case of recurring delivery of goods of the same type not before receipt of the first delivery) and also not before we have fulfilled our duties to inform in accordance with Article 246 Section 2 in conjunction with Section 1 Paragraphs 1 and 2 of EGBGB (Introductory Act to the German Civil Code) and our obligations in accordance with Section 312 g Paragraph 1 Sentence 1 of BGB (German Civil Code) in conjunction with Article 246 Paragraph 3 of EGBGB. To meet the revocation deadline, it will be sufficient to dispatch the revocation notice or the goods in time. Your revocation has to be sent to:

Fan-Service, Hoerneckestraße 11/13, 28217 Bremen, Fax: 0421 - 4999 5970, e-mail: info@werder-fanshop.de

- 2.2** **Consequences of revocation:** In the event of a valid revocation, the mutually received services/goods and any benefit received (e.g. interest) have to be returned. If you cannot or not completely return the services/goods or any benefit received (e.g. use and enjoyment) or just in a deteriorated condition, you will have to pay us compensation for lost value. You will have to pay compensation for lost value for any deterioration of the

goods and benefits received only if use or deterioration are due to the goods having been handled in a way which goes beyond the inspection of the characteristics and functions. "Inspection of the characteristics and functions" means the testing and trying out of the goods as you can usually do in a shop. Goods which can be sent by parcel post are returned at our risk. You must bear the regular cost of the return if the goods delivered correspond to your order and the price of the goods to be returned does not exceed €40 or, in the case of a higher price of the goods, if you have at the time of revocation not yet rendered the service in return or paid a contractually agreed instalment. Otherwise, return of the goods is free of cost to you. Goods which cannot be sent by parcel post will be picked up at your address. Obligations to refund payments have to be fulfilled within 30 days. For you, the 30-day period commences upon dispatch of the declaration of revocation or the goods, for us upon receipt.

2.3 Exceptions to the right of revocation: Unless otherwise provided, the right of revocation does not apply to distance selling contracts

- **for the delivery of goods which are made to the customer's specifications or are clearly tailored to the customer's personal requirements or are not suitable for return due to their nature or are perishable or the best-before-date of which would expire;**
- **for the delivery of audio or video recordings or software if the data carriers supplied have been unsealed;**
- **for the delivery of newspapers, journals and magazines, unless the consumer has declared his intention to conclude the contract over the telephone.**

– End of information about your right of revocation –

3. Shipping charges, payment terms, delivery, discounts

3.1 Shipping charges inside Germany are €5. Payment by cash on delivery (COD) entails an additional COD fee of €2.50 and an additional transfer charge which is collected by the postman. Orders for more than €100.00 will be delivered free of shipping charges.

3.2 Shipping charges to a country in Europe outside Germany are €15.00. The actual shipping costs are charged in the case of shipments to an overseas destination. Orders from abroad can only be paid by credit card or cash in advance (by arrangement with info@werder-fanshop.de).

3.3 All prices quoted are including VAT as applicable at the time of invoicing and excluding shipping charges.

3.4 Fan-Service may make partial deliveries, provided this is acceptable to you.

3.5 The delivery time is up to 5 days and up to 14 days for goods with individual flocking. Any different delivery times are indicated on the respective product page.

3.6 In the case of delivery to a destination abroad, you are obligated to file and obtain necessary applications and permits in time at your own expense and pay any customs duties.

3.7 Discounts cannot be combined. You can claim just one discount per order.

4. Warranty and liability

4.1 Fan-Service must be notified of material and other defects of the goods within two weeks of receipt of the goods.

4.2 Where substitute delivery is made to rectify a defect, the customer is obligated to return the goods initially delivered to Fan-Service within 30 days at Fan-Service's expense.

4.3 Fan-Service is liable without limitation where damage is caused by wilful intent or gross negligence.

4.4 Furthermore, Fan-Service is liable for breaches of fundamental duties caused by slight negligence, breach of which jeopardises achievement of the purpose of the contract and for breaches of duties the discharge of which enables performance of the contract in the first place and on the discharge of which you routinely rely. In such a case, however, Fan-Service will be liable only for the foreseeable damage which is typical for the contract. Fan-Service cannot be held liable for breaches caused by slight negligence other than those specified in the sentences above.

4.5 The above liability limitations do not apply in the case of injury to life, body or health, defects following the acceptance of a warranty for the quality of the product and fraudulently concealed defects. Liability under the product liability act shall not be affected.

4.6 Any exclusion or limitation of liability of Fan-Service also applies to breaches of duty by the vicarious agents of Fan-Service.

5. Industrial property rights, data protection

5.1 All logos, photographs and other pictures on the website and in the online catalogue are protected by copyright or trade marks. Any use without the consent of Sport-Verein "Werder" von 1899 e.V. or Fan-Service, in particular unauthorised download of pictures, is prohibited and will be subject to prosecution and/or civil action.

5.2 All personal data is treated as confidential in accordance with the applicable data protection provisions. For more information please see our [Data Protection Policy](#).

6. Packagings, batteries

Under the provisions of the packaging ordinance, Fan-Service is obligated to take back any packaging of purchased products that does not carry the sign of a nation-wide disposal system (such as "Grüner Punkt" (Green Dot) of "Duales System Deutschland AG" or the "RESY" symbol) and to ensure reuse or proper disposal. Batteries are also used in some of the products sold. Batteries must not be disposed of as household waste. Batteries and rechargeable batteries containing harmful 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 under a legal obligation to return all used batteries and

rechargeable batteries, e.g. to a public collection point or a shop where batteries are sold. For recycling or proper disposal by Fan-Service please send the packagings or batteries to:

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

Please be sure to sufficiently stamp your parcel.

7. Place of fulfilment, place of jurisdiction, governing law

7.1 If the customer is a merchant or a corporate body or a special fund under public law, then the place of fulfilment and the exclusive place of jurisdiction shall be Bremen, Germany.

7.2 These terms and conditions shall be governed by German law excluding application of the UN Convention on Contracts for the International Sale of Goods (CISG).

Bremen, October 2011

Fan-Service,
Amtsgericht Bremen, HRB 15803.