



VfL WOLFSBURG

Terms and Conditions for the purchase of fan articles from VfL Wolfsburg-Fußball GmbH (version dated: 03.05.2024)

1. Scope

These GTC apply to the legal relationship ("purchase contract") that arises from the purchase of fan merchandise of the VfL Wolfsburg-Fußball GmbH, In den Allerwiesen 1 in 38446 Wolfsburg, listed in the commercial register of the Braunschweig Local Court under HRB 100486, with the USt. ID DE213017468, legally represented by the managing directors Michael Meeske, Dr. Tim Schumacher ("Club"), and the contractual partner ("customer").

2. Conclusion of contract, auction, minimum order value, transfer of risk

2.1 Online ordering and guest ordering:

a) When ordering fan merchandise online, a personal password is assigned if the customer registers. The customer is responsible for ensuring that no unauthorized third parties obtain knowledge of their password. The customer is liable for all misuse by third parties in this context unless he is not responsible for the misuse. In the case of online orders, the customer submits a binding offer to conclude a contract with the club by placing an order for a fan article using the online command provided for this purpose on the club's website www.woelfeshop.de ("Wölfeshop"). The Club confirms receipt of the contract offer to the customer online ("order confirmation"). The order confirmation does not yet constitute acceptance of the offer but is subject to the availability of the fan article ordered and the consideration of special circumstances (e.g. credit checks). Only with the sending of an order confirmation or at the latest with the delivery of the fan article, the contract between the Club and the customer is concluded based on these GTC. Orders are by the Club after conclusion of the contract until the data is no longer required. Should the customer lose his documents

relating to his orders he can contact the Club by e-mail/fax/telephone.

b) When ordering as a guest, the contract is concluded in accordance with section 2.1 a) without requiring a password-protected registration ("online account") in the Wölfeshop. In this case, the sale is processed by the Club in relation to the transaction and is not assigned to a registered customer. It is not possible for the customer to self-manage the order with order history via the online account.

2.2 Other orders: In the case of orders by telephone or e-mail, as well as in the case of on-site purchases in the fan store, the contract is concluded at the latest at the time of delivery or handover of the fan article based on these GTC.

2.3 Auctions: The following special provisions apply to auctions, in addition to the remaining provisions of these GTC.

The Club places auction items marked as such in the store as part of an auction. The placement of such an item constitutes a binding offer to conclude a purchase contract for this item. In addition to information on the condition of the item, the auction item also contains the minimum price that must initially be bid, as well as a period defined by the Club within which every registered customer with an online account can place bids. The customer must be logged into their online account to do this. An effective bid has been placed if the bid corresponds to the minimum price or, in the case of effective bids by others, exceeds it. The submission of bids by means of an automated data processing program is prohibited. The customer is bound by this bid unless he is entitled by law to withdraw his bid. The bid expires if another customer places a higher bid during the bidding period. During the bidding period, an anonymized bidder list is kept



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on the item to outline the pricing process. If the customer is the highest bidder at the end of the bidding period, a contract is concluded between the customer and the Club for the purchase of the auction item at the price bid by the customer, unless the Club was legally entitled to withdraw the bid and cancel the existing bids. The customer will be notified of the conclusion of the contract by e-mail by sending the text of the contract.

The Club is entitled to withdraw from the purchase contract if the customer has not paid for the goods within 7 days of the conclusion of the purchase contract, whereby the timeliness of the payment is determined by the receipt of the money in the Club's account. The Club is also entitled to withdraw from the purchase contract if the customer revokes the direct debit authorization granted to the Club or objects to the debit from his account to the bank.

In the event of multiple abusive bids, the club is entitled to exclude the customer from future auctions. If the customer takes part in an auction despite being excluded and is the highest bidder, the contract with him will not be concluded, but rather, at the club's discretion, the item will either be offered to the second highest bidder, re-auctioned or not auctioned at all.

2.4 Minimum order value: The minimum order value is €2.95.

3. Prices, shipping and payment methods

3.1 Prices and shipping costs: The prices stated in the club's sales outlets are - if the customer is a consumer in accordance with Section 13 of the German Civil Code (BGB) - gross prices and include statutory sales tax. In addition, delivery and shipping costs - for orders via the Wölfeshop or by telephone/e-mail - amount to:

- for deliveries within Germany: € 4,95,
- for deliveries to other EU member states: € 20,00 and
- for delivery to non-EU member states € 35,00.

From an order value of €80 onwards, delivery and shipping costs are waived for deliveries within the Federal Republic of Germany.

In addition, there are no customs fees for the customer.

3.2 Method of payment: Depending on the type of purchase of the fan item, the purchase price can be paid in cash, by EC card, by SEPA direct debit, by credit card (VISA/Master Card) or PayPal. For each order, the club reserves the right not to offer certain payment methods and to refer to other payment methods. In such a case, the customer is free to choose one of the remaining payment methods. For orders in the Wölfeshop, the purchase price will be debited after the order confirmation has been sent, with the debit being made before the goods are dispatched; this also applies to orders by telephone or email.

3.2.1 SEPA direct debit mandate: If the customer grants the club a SEPA direct debit mandate, the direct debit will only be collected after the invoice has been issued and will be announced to the customer at least one business day in advance. The customer agrees to ensure that the account has adequate funds. Costs that arise due to non-payment or reversal of the direct debit are borne by the customer if the non-repayment or reversal was not caused by the club.

3.2.2 credit card: Payment by credit card is made by entering the credit card number, the expiry date and, if applicable, the CVC number in the corresponding input fields of the order dialog. As soon as you have entered your details during payment and clicked on the confirmation button, your details will be sent encrypted. This means they are removed from external access. When paying by credit card, the customer expressly authorizes the club to collect the amounts due.

3.2.3 PayPal: When paying via Paypal, the customer has the option of making payments with Mastercard, VISA, American Express or bank account. A customer account is required to pay via Paypal. When paying with Paypal, Paypal's terms

and conditions apply in their currently valid version, see also [PayPal-Nutzungsbedingungen](#).

3.3 Cancellation: If the payment is not carried out successfully for reasons for which the customer is responsible (e.g. insufficient credit card or account funds, chargeback), the club is entitled to cancel the order without replacement. Any additional costs incurred must be reimbursed by the customer. The club reserves the right to assert further claims for damages.

3.4 Reminder fee: If the customer defaults on paying the fee in accordance with Section 3.1, the Club reserves the right to charge a flat-rate reminder fee of 10 euros in addition to this fee. The customer is permitted to prove that this fee was not incurred or was not incurred in this amount. The right to claim further compensation (cancellation, chargeback fees, etc.) remains reserved.

3.5 Offsetting: The customer is only entitled to set off if his counterclaim has been legally established or recognized by VfL Wolfsburg. The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.

3.6 Shipping: Fan items are sent by post at the customer's expense in accordance with Section 3.1, whereby the club selects the shipping company and provides it with the customer's shipping data for contract fulfillment in accordance with Article 6 Paragraph 1 Sentence 1 b) of the EU General Data Protection Regulation (GDPR). Delivery within Germany takes place within 2-5 working days. If access has not occurred by this point, the customer must immediately notify the club of any loss during shipping to the contact address in accordance with Section 9.

3.7 Transfer of risk: If the customer is an entrepreneur in accordance with Section 14 of the German Civil Code (BGB), the fan articles are sent by post at the customer's expense and risk. The customer bears the risk of loss or damage to the fan items during shipping unless there is gross negligence or intent on the part of

the club or its vicarious agents. If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the risk of accidental loss and accidental deterioration of the item sold during shipping only passes to the customer when the goods are handed over.

3.8 Undeliverable: If the delivery of the goods fails despite delivery attempts and notifications, the club can withdraw from the contract. Any payments made will be reimbursed to the customer, except for shipping costs, unless the club claims further damage, which is expressly reserved.

4. Information in accordance with the Battery Act, Packaging Ordinance and Electrical Act

Batteries are also used in some products sold by the club. Batteries must not be disposed of with household waste. End users are legally obliged to return all used batteries and accumulators, e.g. to public collection points or where batteries are sold. Batteries are marked with the symbol (waste container logo) and provided with one of the chemical symbols:

Cd (= battery contains more than 0.002% cadmium)

Hg (= battery contains more than 0.0005% mercury)

Pb (= battery contains more than 0.004% lead)

The club has ensured that the products sold are assigned to a recognized take-back system for batteries, packaging and electrical devices.

5. Warranty

5.1 Warranty rights: These apply statutory warranty provisions.

5.2 Guarantee: An additional guarantee only exists for the goods delivered by the provider if this was expressly provided for the respective item. The statutory warranty rights remain unaffected.

6. Property rights

All logos, photographs and other images in the Wölfeshop are protected by trademark and/or copyright. Any use without the consent of the club, particularly the unauthorized downloading of images, is prohibited and will be prosecuted under civil or criminal law.

7. Cancellation of the contract; Exchange; Right of withdrawal

7.1 When selling fan items on site, withdrawal is possible within fourteen days of purchase. For this purpose, the goods must be present at one of the sales points within the deadline, undamaged and in the original packaging with proof of purchase. The amount paid will be fully refunded within the deadline. If the goods are exchanged for other goods, the difference will be paid out, if any.

7.2 If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and the contract was concluded using only means of distance communication (purchase, including by auction (see Section 2.2), via Wölfeshop or by telephone), the customer has the right to withdraw. Further information can be found in the cancellation policy.

8. Liability

Customer claims for compensation are excluded. Excluded from this are the customer's claims for damages arising from injury to life, body, health or from the breach of essential contractual obligations as well as liability under the Product Liability Act and for other damages that are based on an intentional or grossly negligent breach of duty by the club. In the event of a breach of essential contractual obligations, the club is only liable for the contract-typical, foreseeable damage if this was caused simply by negligence, unless the customer is claiming damages due to injury to life, body or health. This limitation of liability also applies to the club's legal representatives and vicarious agents.

9. Contact

Fan item orders, queries and all matters relating to the club's fan items can be directed to the club using the following contact options:

VfL Wolfsburg-Fußball GmbH,

Service-Center,

In den Allerwiesen 1,

38446 Wolfsburg

E-Mail: service@vfl-wolfsburg.de.

Phone: 0049 5361 8903 903 (There are provider-dependent costs for the German landline network)

Fax: 0049 5361-8903-900

Availability: Monday to Friday 9 a.m. to 5 p.m.

Website: www.vfl-wolfsburg.de

The European Union offers an online platform that customers can turn to settle consumer disputes out of court: <http://ec.europa.eu/consumers/odr/>

The club does not take part in a dispute resolution procedure before a consumer arbitration board (see Section 36 VSBG)

10. Data protection

Unless specifically stated otherwise in the General Terms and Conditions, the processing of the customer's personal data is carried out to fulfill a contract in accordance with Article 6 Paragraph 1 Sentence 1 b) GDPR.

Further data protection regulations, including the customer's rights under the GDPR and the contact details of the club's data protection officer, can be found in the data protection declaration, which is available at www.vfl-wolfsburg.de/datenschutz.

11. Choice of law, place of performance, place of jurisdiction

11.1 Choice of law: The mandatory legal

11.2 Place of performance: The sole place of fulfillment for delivery, service and payment is the club's headquarters.

11.3 Place of jurisdiction: The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions and/or their validity or legal transactions based on these General Terms and Conditions is the club's registered office unless the customer is a consumer.

11.4 Language: The contract language is German.

12. Additions and changes

All changes will be announced to the customer in writing or - if the customer has agreed to this form of correspondence - online (e.g. by email). The additions or changes are deemed to have been approved if the customer has not objected to them in writing or online in the manner specified (e.g. by email) within four weeks of receipt of the changes and/or additions, provided that the club expressly referred to this fiction of approval in the announcement. An objection entitles the club to extraordinary termination of the affected legal relationship.

13. Final clause

If individual clauses of these General Terms and Conditions are invalid in whole or in part, this will not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties must replace an ineffective regulation with a regulation that comes closest to the economic purpose of the ineffective regulation. The same also applies to a gap in the regulations within these General Terms and Conditions.

Cancellation policy for merchandising of the VfL Wolfsburg-Fußball GmbH (version dated 03.05.2024)

Right of withdrawal for consumers

Consumers have a statutory right of withdrawal. A consumer is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to either their commercial or independent professional activity.

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reasons. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract using the following contact methods by means of a clear and written statement (e.g. a letter sent by post, fax or email):

VfL Wolfsburg-Fußball GmbH

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In den Allerwiesen 1a

38446 Wolfsburg

USt.ID: DE213017468

E-Mail: service@vfl-wolfsburg.de

Phone: 0049 5361-8903-903

(There are provider-dependent costs for the German landline network)

Fax: 0049 5361-8903-900

Web: www.vfl-wolfsburg.de

You can use the attached cancellation form, although this is not mandatory. You can also fill out and submit the cancellation form or another clear declaration electronically on our website www.woelfeshop.de at [Widerrufsbelegung \(vfl-wolfsburg.de\)](http://Widerrufsbelegung(vfl-wolfsburg.de)). If you make use of this option, we will immediately send you confirmation (e.g. by email) of receipt of such a revocation.

To meet the cancellation period, it is sufficient that you send the notification of your exercise of the right of cancellation before the cancellation period has expired.

Consequences of revocation

If you cancel this contract, we will have to pay you all payments we have received from you, including delivery costs (except for additional costs resulting from you choosing a method of delivery other than the cheapest standard delivery offered by us have) to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we use the same payment method that you used for the original transaction, unless something different was expressly agreed with you; under no circumstances will you be charged any fees as a result of this repayment. We may

refuse the refund until we have received the goods back or until you have provided evidence of having sent the goods back, whichever is the earliest.

You must return or hand over the goods to us

VfL Wolfsburg-Fußball GmbH

Merchandising

In den Allerwiesen 1a

38446 Wolfsburg

immediately and in any case no later than fourteen days from the day on which you inform us of your cancellation of this contract. The deadline is met if you send the goods before the fourteen-day period has expired.

For orders delivered within Germany or the European Union, we bear the costs of returning the goods. For orders delivered outside the European Union, you will be responsible for the costs of returning the goods.

You are only liable for any loss in value of the goods if this loss in value is due to handling other than what is necessary to establish the nature, properties and functionality of the goods.

Exclusion of the right of withdrawal:

The reasons for exclusion in Section 312 g) Paragraph 2 of the German Civil Code (BGB) apply, which means that revocation, for example, is excluded:

- for contracts for the delivery of sealed goods that are not suitable for return for health or hygiene reasons if their seal has been removed after delivery;

- for contracts for the delivery of sealed goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (e.g.

jerseys with an individual flocking commissioned by you);

- for audio or video recordings or software delivered in a sealed package, provided the seal has been removed after delivery.