BAYER 04 LEVERKUSEN FUSSBALL GMBH | GENERAL TERMS AND CONDITIONS ("GTC") FOR THE BAYER 04 ONLINE FAN SHOP

1. SCOPE

1.1 Scope of application: These General Terms and Conditions ("**GTC**") apply to legal and business relationships arising in connection with offers, orders and deliveries of goods ("Items") from the online fan shop operated by Bayer 04 Leverkusen Fußball GmbH ("**Bayer 04**"), available at https://www.bayer04.de/de-de/shop ("Bayer 04 Fan Shop"), between a customer ("**Customer**") and Bayer 04.

1.2 Further Services and other GTC: In addition to the purchase of Items, the Bayer 04 Fan Shop also allows, among other things, the booking of memberships, courses, tours and the ordering of tickets ("Further Services") in a shared shopping cart. For the corresponding conclusion of contracts when purchasing Further Services in the Bayer 04 Fan Shop and the resulting legal relationship, separate special General Terms and Conditions may therefore apply in addition or instead and shall take precedence over these GTC in the event of contradictions. The Customer will be separately informed of such special General Terms and Conditions and given the opportunity to view them. Deviating or supplementary terms and conditions of the Customer will not be accepted unless Bayer 04 expressly agrees to their application in text form before conclusion of the contract.

2. CONCLUSION OF CONTRACT

2.1 Invitation to submit an offer (invitatio ad offerendum): The offering and advertising of Items in the Bayer 04 Fan Shop and in Bayer 04 advertising materials do not constitute a legally binding offer by Bayer 04 to conclude a purchase contract, but only an invitation to the Customer to submit a binding offer.

2.2 Order and conclusion of contract: By placing the order via the online command provided for this purpose in the Bayer 04 Fan Shop (e.g. a button labelled "order with obligation to pay" or a corresponding clear wording), the Customer submits a binding offer to purchase the Items selected in the online shopping cart. The Customer will then initially receive an automatic confirmation of receipt via email ("Order Confirmation"). The Order Confirmation merely documents that the Customer's order has been received by the Bayer 04 Fan Shop; it does not constitute acceptance of the offer. A binding purchase contract between Bayer 04 and the Customer on the basis of these GTC is only concluded upon receipt of a separate order confirmation or shipping confirmation in text form, or at the latest upon delivery of the ordered Item. Until the contract is concluded, Bayer 04 reserves the right, at its own discretion, not to accept or to cancel the order.

2.3 Contract content: The contract text (order, GTC and withdrawal instructions) will be provided to the Customer in text form (e.g. via email) as soon as possible after conclusion of the contract, and no later than upon delivery of the goods. Bayer 04 does not permanently store the contract text beyond this with access for the Customer. The Customer may secure the contract text immediately after completing the order by using the browser's print function or by saving the order overview page (e.g. as a PDF). The GTC may also be viewed by the Customer at any time at https://www.bayer04.de/de-de/shop/general/agb.

2.4 Minors: The Bayer 04 Fan Shop offering is directed at adults. If the Customer is a minor, the consent of the legal representative is required for a valid conclusion of the contract (Sections 107 et seq. German Civil Code (BGB)). The validity of contracts pursuant to Section 110 BGB (the so-called pocket money clause) remains unaffected. Bayer 04 is entitled, in individual cases, to require proof of the legal representative's consent.

3. PRICES, SHIPPING COSTS

3.1 Prices: The prices listed in the offer or advertising at the time of ordering apply. The stated prices are final prices, meaning that they include the applicable statutory VAT and other price components. Bayer 04 reserves the right to make price changes before an order is placed and to limit or end special offers or discounts at any time. Shipping costs are not included in the final prices and are shown separately in accordance with Clause 3.2.

3.2 Shipping costs: In addition to the final price, Bayer 04 may charge the Customer shipping costs if the Items are shipped. The respective shipping costs vary depending on the Item, delivery area and selected shipping method, are shown separately to the Customer before the order is placed during the ordering process and are added to the total order amount. For orders above a certain value and shipment within Germany, Bayer 04 bears the shipping costs. For orders outside the EU, the Customer bears any customs duties and VAT incurred. Details of the currently applicable shipping costs and any free shipping offers from a certain order value can be found before the order is placed in the Bayer 04 Fan Shop and under the "Frequently Asked Questions" section.

4. DELIVERY TERMS

4.1 Delivery area and delivery restrictions: Deliveries are made within Germany and internationally by a shipping service provider selected by Bayer 04. In addition, it is noted that delivery restrictions may apply in the Bayer 04 Fan Shop, which will be indicated accordingly at the start of the ordering process.

4.2 Delivery dates: The delivery dates stated in the Bayer 04 Fan Shop for the respective Item presentation or in the order process are expected delivery dates and, unless expressly marked otherwise as binding, are only approximate. The mere fact that an expected delivery time has been exceeded does not give the Customer any claim for damages. The Customer's statutory rights, in particular those under Sections 280, 281 and 323 BGB, remain unaffected. Deviating delivery times may apply to Personalised Items. If the relevant order contains standard Items and Personalised Items, extended delivery times may apply.

4.3 Availability of goods: All Items displayed in the Bayer 04 Fan Shop are offered subject to availability. This means that a displayed Item may no longer be available for purchase, although Bayer 04 endeavours to ensure that the Bayer 04 Fan Shop reflects stock availability. If the ordered Item is not available, payments already made by the Customer will be refunded without undue delay.

4.4 Non-deliverability: If delivery of the goods fails despite an attempted delivery and corresponding notification to the Customer, Bayer 04 may withdraw from the contract. Payments already made will be refunded to the Customer. Bayer 04 may charge the Customer the additional costs arising from the failed delivery if the Customer is responsible for the non-deliverability.

4.5 Partial deliveries: Bayer 04 is entitled to make partial deliveries, provided this is reasonable for the Customer. If a partial delivery is made due to a decision by Bayer 04, shipping costs will at most be incurred only for the first partial delivery. If a partial delivery is made at the express request of the Customer, Bayer 04 may charge shipping costs separately for each partial delivery.

5. PAYMENT METHOD AND DEFAULT IN PAYMENT

5.1 Payment methods: Within Germany, the Customer may pay for the ordered Item using the payment methods offered in the Bayer 04 Fan Shop and displayed before the order is placed (e.g. credit card, PayPal, Apple Pay, Google Pay, as well as any other payment service providers approved by Bayer 04). Bayer 04 reserves the right, in individual cases - in particular for reasons of creditworthiness or to avoid payment defaults - to exclude certain payment methods and to refer the Customer to other payment methods. Payment by sending cash or cheques is excluded.

5.2 Due date: Unless a different payment period is shown for the respective payment method, the invoice amount is due for payment immediately upon conclusion of the contract and without deduction.

5.3 Default: Upon expiry of the respective payment period, the Customer is in default. In relation to consumers, default occurs only if Bayer 04 has specifically informed the Customer of this consequence in the invoice or an equivalent payment statement in text form (Section 286(3) BGB). In the event of default, Bayer 04 is entitled to charge the default interest owed under statutory provisions as well as compensation for default damage (e.g. reminder costs, debt collection fees, return debit fees, lawyers' fees), provided that the Customer is responsible for the default. Bayer 04's right to withdraw from the contract and to demand return of the delivered Item remains unaffected.

6. PERSONALISED ITEMS

6.1 Personalised Items: In order to specify and personalise certain Items, the Customer is given the option, for certain Items, to add their own content (for example individual shirt flocking or shirt flocking with player names and player numbers; collectively "Personalised Items").

6.2 Requirements for personalisation: As part of the personalisation, the Customer is prohibited from using, uploading or transmitting names, words or characters that:

infringe, or may infringe, existing property rights or other intellectual property rights of third parties; and/or

constitute a threat, incite violence, or are defamatory, obscene, discriminatory, hateful, sexually explicit or otherwise unlawful.

In addition, only special characters supported by the Bayer 04 Fan Shop system may be used.

6.3 Removal/cancellation: Bayer 04 reserves the right to reject specifications, names, words or characters (or combinations thereof) if they do not meet the requirements set out in Clause 6.2 and to cancel the corresponding order.

6.4 Warranty and indemnity: By placing an order for Personalised Items, the Customer declares:

- that the names, words or characters used, uploaded or transmitted for use on the Personalised Item do not violate the requirements set out in Clause 6.2 and that the Customer has, in particular, all rights required for the personalisation;
- to indemnify Bayer 04 in full and on first demand against any third-party claims asserted against Bayer 04, in particular as a result of a violation of the requirements under Clause 6.2, and to compensate Bayer 04 for any damage incurred by Bayer 04 due to claims by the third party, including any court and lawyers' fees incurred for legal defence;
- to grant Bayer 04, for the purpose of fulfilling the personalisation, the simple, non-transferable right to use the names, words or characters transmitted by the Customer.

7. RETENTION OF TITLE

Bayer 04 retains title to ordered Items until they have been paid for in full.

8. SET-OFF AND RIGHT OF RETENTION

8.1 Set-off: Set-off against payment claims of the Bayer 04 Fan Shop is permitted only with legally established or undisputed claims.

8.2 Right of retention: The Customer may exercise a right of retention only insofar as the counterclaim is based on the same contractual relationship. If the Customer is an entrepreneur, this applies correspondingly also to legally established or undisputed counterclaims.

9. CANCELLATION

9.1 Right of cancellation: If the purchase of Items via the Bayer 04 Fan Shop is a distance sales consumer contract within the meaning of Sections 310(3), 312c BGB, the relevant Customer generally has a right of cancellation.

Cancellation policy (pursuant to Article 246a Section 1(2) sentence 2 Introductory Act to the German Civil Code (EGBGB), Annex 1)

Right of cancellation

You have the right to cancel this contract within fourteen (14) days without giving any reason. The cancellation period is fourteen (14) 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 the case of partial deliveries, on the day on which you or a third party named by you, who is not the carrier, took possession of the last partial shipment). To exercise your right of cancellation, you must inform us (Bayer 04 Leverkusen Fußball GmbH, Bismarckstraße 122-124, 51373 Leverkusen, Tel.: 0214 5000 1904, Fax: 0214 8660159, email: https://b04.de/service) by means of a clear statement (e.g. a letter sent by post or email) of your decision to cancel this contract. You may use the attached model cancellation form for this purpose, although this is not mandatory. If you make use of this option, we will send you confirmation of receipt of such cancellation without undue delay (e.g. by contact form).

To meet the cancellation deadline, it is sufficient for you to send the notification of exercising the right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we must refund all payments we have received from you, including shipping costs (except for the additional costs resulting from your choosing a type of shipping other than the least expensive standard shipping offered by us), without undue delay and no later than fourteen (14) days from the day on which we receive notification of your cancellation of this contract. For this refund, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this refund. We may refuse the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us without undue delay and in any event no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen (14) days has expired. You bear the cost of returning the goods. You are only liable for any loss in value of the goods if that loss in value is due to handling of the goods that was not necessary to check their nature, characteristics and functioning.

9.2 Exceptions from the right of cancellation: The right of cancellation does not exist or expires for the following contracts:

- for the purchase of tickets pursuant to Section 312g(2) No. 9 BGB, which are in any event subject to separate General Terms and Conditions available in Bayer04-ATGB-DinA4-2026.indd;
- for the delivery of Items which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery, or which after delivery have been inseparably mixed with other goods due to their nature;
- for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery;
- for the delivery of Personalised Items pursuant to Clause 6;
- for the delivery of Items which may spoil quickly or whose expiry date would be exceeded quickly;
- for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts; and
- for the delivery of alcoholic beverages, the price of which was agreed upon at the conclusion of the purchase contract, but which can only be delivered after thirty (30) days and whose current value depends on market fluctuations over which Bayer 04 has no influence.

10. RISK OF LOSS AND WARRANTY

10.1 Transfer of risk: When the Customer or a third party named by the Customer takes possession of an Item, the risk of loss and damage passes to the Customer. If the Customer is not a consumer, the transfer of risk already takes place when the Item is handed over to the shipping company (Section 447(1) BGB). If the Item is subsequently lost or damaged, the risk of loss lies with the Customer unless Bayer 04 is responsible for the loss or damage.

10.2 Rights in the event of defects: The Customer's rights in the event of defects are governed by statutory provisions, unless otherwise regulated in this Clause 10 or in Clause 13.

10.3 Limitation period for entrepreneurs: If the Customer is an entrepreneur, the limitation period for claims for defects in delivered Items is twelve (12) months from the transfer of risk. This shortening does not apply to claims for damages arising from injury to life, body or health, for intentional or grossly negligent breaches of duty, or in cases of fraudulent concealment, nor to claims under the Product Liability Act, in the event of a guarantee given by Bayer 04, or in other mandatory statutory liability cases.

10.4 Inspection and notification obligations (B2B): If the Customer is a merchant within the meaning of the German Commercial Code (HGB), Section 377 HGB also applies. If the Customer fails to give the notice provided for therein, the delivered Item is deemed approved unless the defect was not recognisable during inspection.

10.5 Guarantees: A guarantee for the quality or durability of delivered Items exists only if it has been expressly provided by Bayer 04 in text form in direct connection with the respective Item. Any manufacturer guarantees remain unaffected.

11. USE OF ITEMS, PROTECTIVE RIGHTS AND PROHIBITION OF RESALE

11.1 Protective rights: All logos (in particular the registered word marks and figurative marks of Bayer 04), photographs, designs and other images, designations and content in the Bayer 04 Fan Shop and on the Items are protected by trademark, design and/or copyright law and belong exclusively to Bayer 04 or the respective rights holders. Any use without the prior express consent of Bayer 04 in text form, in particular reproduction, editing, making available to the public or unauthorised downloading of images, is prohibited and will be pursued under civil and criminal law.

11.2 Private use and prohibition of resale: The use of all Items and offers from the Bayer 04 Fan Shop is exclusively for the private, non-commercial use of the Customer; any commercial or business resale of Items by the Customer is generally not permitted. In particular, the Customer is prohibited from using Items commercially or for business purposes, or allowing them to be used, without the prior express consent of Bayer 04 (at least in text form), especially for advertising, marketing, as a bonus, promotional gift, prize or as part of an unauthorised hospitality or travel package. This also applies to selling or offering Items on unauthorised online marketplaces and in auctions for commercial purposes or as part of a business-like, repeated sale (e.g. via online platforms for private individuals with permanent selling activity). Occasional resale of individual Items in a purely private context (e.g. one-time resale of an unwanted Item via private sales platforms) remains unaffected.

The Customer acknowledges that the prohibition of resale is agreed as a contractual restriction between the Customer and Bayer 04 irrespective of trademark exhaustion under Section 24(1) of the German Trademark Act (MarkenG). Bayer 04 also has a legitimate interest within the meaning of Section 24(2) MarkenG in opposing commercial resale where such resale is suitable to impair the reputation of the marks, undermine the exclusivity of the official Bayer 04 Fan Shop, or create the false impression of an official connection with Bayer 04 through impermissible commercial references.

11.3 Contractual penalty (B2B): For each culpable breach of the prohibition of resale under Clause 11.2, the Customer undertakes to pay a contractual penalty to be determined by Bayer 04 at reasonable discretion and, in the event of dispute, to be reviewed by the competent court. The contractual penalty shall amount to at least three times the purchase price paid for the respective Item in the Bayer 04 Fan Shop, but no more than EUR 5,000.00 per breach. The assertion of further damages and other claims remains unaffected. This Clause 11.3 applies only to Customers who are entrepreneurs.

11.4 Batteries and packaging: Some Items offered in the Bayer 04 Fan Shop use batteries or rechargeable batteries. Batteries and rechargeable batteries must not be disposed of with household waste. End users are therefore obliged to comply with statutory requirements for the disposal of batteries and rechargeable batteries. Bayer 04 is obliged to take back used batteries, electrical and electronic waste equipment and/or packaging and to ensure their reuse and/or disposal. The Customer may therefore return used batteries, electrical and electronic waste equipment and/or packaging to the respective public collection points or to the following address: Bayer 04 Leverkusen Fußball GmbH, Bismarckstrasse 122-124, 51373 Leverkusen.

12. VOUCHERS

12.1 Purchase and redemption of vouchers: Vouchers may also be purchased in the Bayer 04 Fan Shop. When vouchers are redeemed, a further contract is concluded for the actual service content (e.g. participation in certain events, memberships, stadium tickets, etc.), which may be subject to separate General Terms and Conditions. The contracting party for the service purchased with the voucher is not necessarily Bayer 04; it may be a third party. However, vouchers can only be redeemed at https://www.bayer04.de/en-us/shop/ for Items and services approved there for purchase by vouchers. In addition, only one voucher may be used per order. Multiple vouchers cannot be combined. Subsequent crediting of a voucher to the invoice amount after an order has been placed is excluded.

12.2 Expiry date: Vouchers can be used until the end of the third calendar year after the expiry of the calendar year in which the voucher was purchased ("Expiry Date"). Remaining credit may be credited until the Expiry Date. After the Expiry Date has passed, the voucher expires without replacement. If the voucher value is not sufficient for the relevant order, the Customer may pay the difference using another approved payment method.

12.3 No transfer, offsetting or payout: Vouchers or voucher credit cannot be paid out in cash, topped up, transferred for value, offset against outstanding claims or transferred to another Customer account. Resale of vouchers is also not permitted. Voucher credit does not bear interest.

12.4 Typing errors and misuse: Bayer 04 assumes no liability for typing errors in the email address of the voucher recipient in the case of Print@Home vouchers, or for loss, theft, misuse or delayed transmission (e.g. due to technical difficulties) of vouchers. In cases of fraud or misuse, Bayer 04 is entitled to close the relevant Customer accounts and/or require an alternative payment method. There is no entitlement to activation or payout of affected vouchers.

13. LIABILITY

Bayer 04, its legal representatives or vicarious agents shall be liable for damages, irrespective of the legal basis, only in cases of intent or gross negligence or, then limited to the foreseeable damage typical for the contract at the time of conclusion of the contract, in the event of a breach of material contractual obligations.

Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place, whose breach jeopardises the achievement of the contractual purpose and on whose compliance the Customer may regularly rely.

The above limitation of liability does not apply to claims for compensation for damages arising from injury to life, body or health or due to other mandatory statutory liability cases, in particular under the Product Liability Act.

14. CONTACT

Orders, enquiries and all matters in connection with the purchase of Items from the Bayer 04 Fan Shop assortment may be addressed to the Bayer 04 Fan Shop via the following contact options:

Bayer 04 Leverkusen Fußball GmbH

Service Center, Bismarckstraße 122-124, 51373 Leverkusen

Hotline: 0214 5000 1904

Online Shop: https://b04.de/service

Bayer 04 does not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

15. DATA PROTECTION

All personal data transmitted by the Customer are collected, processed and used by Bayer 04 in compliance with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). In this respect, reference is made to the privacy policy of the Bayer 04 Fan Shop.

16. CHOICE OF LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

16.1 Choice of law: German law applies. If the Customer is a consumer, the mandatory legal provisions of the country in which the Customer has their habitual residence apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16.2 Place of performance: The registered office of Bayer 04 (Leverkusen) is the sole place of performance for delivery, service and payment.

16.3 Place of jurisdiction: For all disputes with merchants, legal entities under public law and special funds under public law relating to orders based on these GTC, the place of jurisdiction is Leverkusen. The same applies if the Customer has no general place of jurisdiction in Germany. If the Customer is a consumer, all proceedings arising out of or in connection with these GTC may also be heard before the courts of the Customer's place of residence, if known at the time the action is brought.

17. ADDITIONS AND AMENDMENTS

17.1 Applicable version: For each individual order, only the GTC valid at the time of the respective order and available in the Bayer 04 Fan Shop apply. Subsequent changes to these GTC shall not have retroactive effect on already concluded purchase contracts.

17.2 Amendments: Bayer 04 may amend or supplement these GTC insofar as this is necessary to adapt to a changed legal situation or case law of the highest courts, or is required due to other unforeseeable circumstances that materially disturb the balance existing at the time of conclusion of the contract. Amendments are permitted only insofar as they are reasonable for the Customer and do not shift the relationship between performance and consideration to the Customer's disadvantage.

The power to amend does not apply to the parties' main performance obligations or to the essential provisions shaping the contractual structure.

Intended amendments will be notified to the Customer in text form no later than six (6) weeks before the proposed effective date, in writing or, with the Customer's corresponding consent, electronically (e.g. by email). The notification will identify the affected provisions and compare the old and new versions.

The Customer's consent is deemed granted if the Customer does not reject the amendments in text form before the proposed date on which they take effect. Bayer 04 will specifically inform the Customer in the notification of this effect of silence and of the Customer's right of rejection and termination.

If the Customer rejects the amendment, the contract continues under the previous terms. In this case, both parties are entitled to terminate the contract extraordinarily.

18. FINAL CLAUSE

Should individual clauses of these GTC be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. In this case, the Customer and Bayer 04 undertake to negotiate in good faith to replace the respective clause with one that comes as close as possible, economically and legally, to the parties' intention at the time the contract was concluded. The same applies to gaps within these GTC.

Date: July 2026