General Terms and Conditions (GTC)

General Terms and Conditions of the S04 Shop

Status: 20 October 2026

The following General Terms and Conditions (GTC) apply to all orders placed in the Schalke 04 online shop on shop.schalke04.de/en (hereinafter also: "S04 Shop"), all telephone orders placed with FC Gelsenkirchen-Schalke 04 e.V. and all purchases made in fan shops and at the Schalke 04 business office. Deviating conditions of the customer will not be accepted. This also applies if the inclusion is not expressly objected to.

These GTC apply only in relation to consumers within the meaning of § 13 BGB (German Civil Code). The customer is a consumer insofar as the purpose of the ordered deliveries and services cannot primarily be attributed to his commercial or self-employed professional activity. The conditions of our business customer shop apply to business customers ("Entrepreneurs" within the meaning of § 14 BGB).

1. Contractual Partner and User

The contractual partner of the customer in the sale of merchandising products and the user of these GTC is Fußballclub Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen, Germany, Registry Court Amtsgericht Gelsenkirchen, Germany, Association Register Number VR 20822 (hereinafter also: "Schalke 04" or "Seller").

2. Conclusion of Contract in the S04 Shop, Storage and Accessibility of the Contract Text

2.1. Advertising: The S04 Shop and other advertising and information from the Seller regarding offered goods and services do not constitute an offer to conclude a contract, but an invitation to the customer to submit an offer.

2.2. Offer; Acceptance: By clicking the "Order subject to charge" button in the S04 Shop, the customer submits a legally binding offer to purchase the goods in the shopping basket. Before submitting the order, the customer can check the accuracy of their details and correct any input errors. The contract is only concluded when the Seller declares acceptance. For orders in the S04 Shop and telephone orders, this declaration is contained in the shipping confirmation; at the latest, dispatch of the goods counts as acceptance. In the fan shops and at the business office, handover of the goods counts as acceptance at the latest.

2.3. Order Data: The customer's order data is stored by the Seller but cannot be retrieved directly by the customer for security reasons. Should the customer have created an online customer account, the Seller offers password-protected direct access ("My Account") for each customer. Here, upon registration, the customer can view data about their completed, open, and recently dispatched orders and manage and save their address data.

2.4. A contract can be concluded in the following languages: German and English.

3. Due Date for Payment, Method of Payment

3.1. Due Date: Payment of the purchase price and any applicable shipping costs is due upon conclusion of the purchase contract.

3.2. Methods of Payment: The customer can choose between the various payment methods listed here: https://shop.schalke04.de/shop-informationen/fragen-und-antworten/#nav-bezahlung and displayed during the ordering process. The Seller reserves the right to exclude individual payment methods depending on a credit check. Payment by sending cash or cheques is not possible.

4. Delivery Conditions, Retention of Title, Reservation of Self-Supply, Shipping Costs

4.1. Delivery Time: The delivery time can be found in the information provided during the ordering process. The Seller is entitled to make partial deliveries, provided this is reasonable for the customer.

4.2. Retention of Title: Schalke 04 reserves ownership of ordered goods until they have been paid for in full.

4.3. Reservation of Self-Supply: Should the Seller be unable to deliver the ordered goods through no fault of its own, for example, because a supplier fails to fulfil its contractual obligations, the Seller has the option to withdraw from the contract. Payments already made will be refunded to the customer.

4.4. Minimum Order Value: The prices quoted include statutory VAT and are exclusive of applicable shipping costs. The minimum order value is € 50.00.

4.5. Shipping Costs: The cost for shipping to an address in Germany amounts to € 5.00. For deliveries to other European countries, the Seller charges a flat-rate shipping fee of € 13.00, and for deliveries to non-European countries a flat-rate fee of € 25.00.

4.6. Partial Deliveries: Should the Seller fulfil orders through partial deliveries, the customer will only incur shipping costs for the first partial delivery.

5. Liability

5.1. The liability of the Seller, its legal representatives, and vicarious agents for damages arising from injury to life, body, or health, as well as liability under the Product Liability Act, and liability due to a fraudulently concealed defect or the assumption of a guarantee of quality, is not limited by these GTC. Furthermore, the Seller's liability for damages based on a wilful or grossly

negligent breach of duty by the Seller, its legal representatives, or vicarious agents is not limited by these GTC.

5.2. If none of the aforementioned cases apply, the Seller's liability for damages arising from the breach of an obligation that is essential for achieving the purpose of the contract, the fulfilment of which is necessary to properly execute the contract and on whose compliance the customer relies and may rely (cardinal obligation), is limited to the foreseeable damage typical of the contract. Otherwise, the Seller's liability is excluded.

5.3. Insofar as liability for damages is limited in Clause 5, this also applies to any liability of the Seller's vicarious agents and legal representatives.

6. Instructions on Withdrawal

For orders placed via the S04 online shop and for telephone orders, you have a right of withdrawal in accordance with the following information:

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, has taken possession of the last goods.

To exercise your right of withdrawal, you must inform us (FC Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen, Germany, tel.: +49 209 97751877, service@schalke04.de) by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You may use the model withdrawal form, but this is not mandatory.

You can also exercise your right of withdrawal online at https://shop.schalke04.de/en/withdraw-from-contract/. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (e.g. by e-mail) without undue delay, containing the content of your statement of withdrawal and the date and time of its receipt.

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

Consequences of Withdrawal

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 fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in no event will you incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or hand over the goods to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. Please address returns to:

FC Gelsenkirchen-Schalke 04 e.V.
Retourenzentrum
Gildeweg 10
46562 Voerde
Germany

The deadline is met if you send back the goods before the period of fourteen days has expired.

We will bear the cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the Instructions on Withdrawal

Note: The aforementioned right of withdrawal does not apply to the following contracts:

- contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
- contracts for the supply of goods that are liable to deteriorate or expire rapidly;
- contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- contracts for the supply of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery.

7. Voluntary Right of Return

7.1. For purchases of merchandising items via the S04 Shop and telephone orders for merchandising products placed with Schalke 04, the Seller generally grants the customer – with the exception of the items mentioned in Clause 7.3 – a voluntary right of return of 30 days from receipt of the goods, in addition to the statutory right of withdrawal. With this right of return, the customer can withdraw from the contract even after the 14-day withdrawal period has expired – see Instructions on Withdrawal above under Clause 6 – by sending the goods back

to the Seller within 30 days of their receipt – the period begins on the day after receipt of the goods – specifically to:

FC Gelsenkirchen-Schalke 04 e.V.
Retourenzentrum
Gildeweg 10
46562 Voerde

Timely dispatch is sufficient to meet the deadline. However, a condition for exercising the voluntary right of return is that the customer has only worn/tried on the goods for fitting, as in a retail shop, and that the goods are returned complete, undamaged in their original condition, and without damage in the original sales packaging. In the event of a return, the customer may use the return label included with the order.

7.2. The statutory right of withdrawal (see above under Clause 6) is not affected by the supplementary voluntary right of return and remains valid independently of it. Until the expiry of the statutory withdrawal period, only the provisions listed therein apply. The voluntary right of return does not restrict the customer's statutory warranty rights.

7.3. The aforementioned right of return does not apply to the following contracts:

- contracts for the supply of goods for the manufacture or decoration of which an individual selection or determination by the customer is decisive – this includes, in particular, jerseys flocked according to customer specifications (including jerseys flocked with player names or standard emblems according to customer wishes) and other items printed according to customer specifications – or which are clearly tailored to the customer's personal needs;
- contracts for the supply of goods that are liable to deteriorate or expire rapidly;
- contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- contracts for the supply of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery;
- contracts for the supply of televisions, smartphones, or tablets;
- contracts for vouchers and gift cards with a predefined monetary value.

8. Warranty

The Seller is liable for material or legal defects of delivered items in accordance with the applicable legal provisions, in particular §§ 434 et seq. BGB. The limitation period for statutory claims for defects is two years and begins with the delivery of the goods.

9. Applicable Law

The substantive law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer orders as a consumer and has their habitual residence in another country at the time of the order, the application of mandatory legal provisions of that country remains unaffected by the choice of law made in the first sentence.

10. Partial Invalidity

Should individual clauses of these GTC be or become wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

11. Alternative Dispute Resolution

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

12. Contact

Written orders, enquiries, complaints, and other correspondence concerning the S04 Shop can be addressed to the following address: Fußballclub Gelsenkirchen-Schalke 04 e.V., Postfach 200993, 45844 Gelsenkirchen, Germany. Telephone: +49 209 97751877; Fax: +49 209 38929859; E-Mail: service@schalke04.de.

Appendix

Model Withdrawal Form (Complete and return this form only if you wish to withdraw from the contract.)

- To FC Gelsenkirchen-Schalke 04 e.V., Ernst-Kuzorra-Weg 1, 45891 Gelsenkirchen, Germany, service@schalke04.de
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(*) Delete as appropriate.