

General-Terms-and-Conditions

General Terms and Conditions for purchasing goods at www.sk-gaming.com

1. Scope of the General Terms and Conditions

1.1 All deliveries and services provided by the SK Gaming GmbH & Co. KG, Stadtwaldgürtel 42, 50931 Cologne, Germany, phone number: + 49 221 430 640 30, e-mail: shop@sk-gaming.com, registered in the commercial register of the Local Court Cologne under HRA 26185, represented by the managing directors Alexander T. Müller and Jens Wundenberg, international VAT-number: DE 2393 90743 (hereinafter "SK Gaming") in connection with the sale and delivery of goods (fan merchandise) via the online store at www.store.sk-gaming.com shall be provided exclusively on the basis of these General Terms and Conditions (hereinafter: "T & Cs").

1.2 Deviating general terms and conditions of the customer do not apply unless SK Gaming expressly agrees to their validity in writing.

2. Formation of contract

2.1 The presentation and advertising of goods in the online store does not constitute a binding offer to conclude a purchase contract.

2.2 The product-describing data, in particular illustrations, drawings, descriptions, dimensional, weight, performance and consumption data, as well as data relating to the usability of devices for new technologies, are non-binding insofar as the delivered goods deviate only insignificantly (e.g. due to production) from these data.

2.3 Before the binding submission of the order, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical method for better recognition of input errors can be the enlargement function of the browser, which is used to enlarge the display on the screen. The customer can continuously correct his entries via the usual keyboard and mouse functions before the binding submission of the order within the electronic ordering process. In addition, all entries are displayed again in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions.

2.4 By clicking the button concluding the ordering process the customer places a binding order to conclude a purchase contract regarding the goods in the shopping cart. Immediately before placing the order, the customer can check his/her details again and correct them if necessary. After receipt of the order, the customer will receive a confirmation of receipt by e-mail or post, which also constitutes acceptance of the offer. Shipping and delivery of the goods are deemed acceptance of the offer.

2.5 The contractual language is English.

2.6 The order data of the customer are stored by SK Gaming; however, for reasons of security, such data cannot be retrieved by the customer directly. However, the customer can also easily archive the order details by either downloading the T&Cs and using the appropriate commands in the browser to save the order summary appearing on the last page of the online shop ordering process, or by waiting to receive the automatic order confirmation which SK Gaming also sends to the customer's nominated e-mail address upon completion of the order. The order confirmation e-mail includes the order details and the T&Cs and can be easily printed out or saved with the customer's e-mail program.

3. Right of withdrawal

3.1 If the customer is a consumer (i.e., a natural person who places the order for a purpose that can neither be attributed to his/her commercial or independent professional activity), the customer is entitled to a right of withdrawal in accordance with the statutory provisions which are reproduced hereinafter as follows.

Withdrawal policy

3.2 Right of withdrawal: The customer has the right to withdraw from this contract within fourteen days without giving any reasons. The withdrawal period is fourteen days from the day on which the customer or a third party appointed by the customer, who is not the carrier, has taken possession of the goods. In the event of a contract for multiple goods, the withdrawal period shall amount to fourteen days from the day on which the customer, or a third party appointed by the customer, who is not the carrier, took possession of the last item of the respective order.

In order to exercise the right of withdrawal, the customer must notify SK Gaming (SK Gaming GmbH & Co. KG, Stadtwaldgürtel 42, 50931 Cologne, Germany, phone number: +49 221 430 640 30, e-mail: shop@sk-gaming.com) by means of an unequivocal statement (e.g. a letter sent by post, or e-mail) about his/her decision to withdraw from this contract. For this purpose, you may use [the model withdrawal form](#), however, this is not mandatory.

In order to comply with the withdrawal period, it is sufficient that the customer sends the notification before the end of the withdrawal period stating that he/she wishes to exercise his/her right of withdrawal.

3.2 Consequences of withdrawal: If the customer withdraws from this contract, SK Gaming shall reimburse the customer for all payments which it has received from the customer, including delivery costs (with the exception of additional costs resulting from the fact that the customer has chosen a type of delivery other than the least expensive standard delivery offered by SK Gaming) immediately and no later than within fourteen days from the day on which SK Gaming received the notification of the customer's withdrawal from this contract. SK Gaming shall use the same means of payment for the refund which the customer used in the original transaction unless expressly agreed with the customer otherwise; under no circumstances will the customer be charged any fees in connection with said refund. SK Gaming may refuse to refund until the goods have been returned to it or until the customer has provided proof that the goods have been sent, whichever date is earlier.

The customer must immediately send back or return the goods to SK Gaming, in any case no later than fourteen days from the day on which the customer notifies SK Gaming of the withdrawal from the contract. This period is considered to be met if the customer sends the goods before the end of the fourteen-day period.

The customer bears the direct costs of returning the goods.

The customer is only required to compensate any depreciation in the value of the goods if this is attributed to any handling that is not necessary with respect to verifying the condition, characteristics, and function of the goods.

End of withdrawal policy

Notice: Exclusion of the right of withdrawal

In accordance with Paragraph 312g (2) BGB, goods which are not prefabricated and for whose production an individual selection or stipulation by the customer is decisive or which are specifically tailored to the personal needs of the customer (e.g. shirts with personalized printing), sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons, sealed audio or video recordings or computer software if the seal was removed after delivery, as well as newspapers, magazines or illustrations with the exception of subscription agreements shall be excluded from the right of withdrawal.

The right of withdrawal does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of the conclusion of the contract. There is no right of withdrawal if the customer is an entrepreneur in accordance with Paragraph 14 BGB (Bürgerliches Gesetzbuch, i.e. German Civil Code), i.e., a natural person or legal entity or a partnership with legal capacity, who or which is conducting their commercial or entrepreneurial activity in concluding the legal transaction.

4. Terms of payment, shipping costs, return costs

4.1 All prices indicated in the online store include VAT. They do not include shipping costs.

4.2 The shipping costs are indicated in the price quotations in the online store. The price including VAT and applicable shipping costs is also displayed in the order mask before the customer submits the order.

4.3 SK Gaming shall be entitled to perform partial deliveries insofar as this is reasonable for the customer. If SK Gaming fulfills the order by partial deliveries, the customer will only incur shipping costs for the first partial delivery. If the partial deliveries are made at the customer's request, SK Gaming will charge shipping costs for each partial delivery.

4.4 If the customer effectively has revoked his/her contractual declaration in accordance with clause 3, the customer may, subject to the statutory requirements, demand reimbursement of any costs already paid for shipment (For other consequences of withdrawal from the contract see clause 3).

4.5 SK Gaming generally accepts the following payment methods: Visa, Mastercard, American Express, Maestro, Klarna, Sofort-Überweisung, Shop Pay, Apple Pay, Google Pay, PayPal, and Amazon Pay. SK Gaming reserves the right not to accept certain payment methods for a given order and to refer to other payment methods. The customer is responsible for any costs associated with money transactions.

4.6 For credit checks, SK Gaming will, in justifiable cases, exchange address and credit data with credit service companies.

4.7 In the case of credit card purchases, the customer's card will be charged when SK Gaming ships the order.

4.8 Payment of the purchase price is due immediately upon conclusion of the contract. If the payment is determined by the calendar, the customer is already in default by missing the deadline.

5 Delivery and advance payment reservation

5.1 The delivery takes place - as far as the ordered article is in stock - within 5 working days (Monday to Friday, bank holidays in Cologne (Germany) excluded) after conclusion of the contract, if not agreed otherwise.

5.2 The ordered goods are delivered subject to availability. If the goods are not available due to a reason SK Gaming is not responsible for and which occurs after the conclusion of the contract and a replacement cannot be reasonably obtained by SK Gaming, SK Gaming is entitled to withdraw from the contract. In this case, the customer will be informed immediately and will be

reimbursed for any payments made without delay.

5.3 In the case of orders from customers with their place of residence or business abroad or in the case of justified indications of a risk of non-payment, SK Gaming reserves the right to deliver only after receipt of the purchase price plus shipping costs (advance payment reservation). If SK Gaming makes use of the advance payment reservation, it will inform the customer immediately. In this case, the delivery period begins with payment of the purchase price and shipping costs.

5.4 The customer will be informed about the shipment of the goods by e-mail.

5.5 Delivery to countries against which international trade sanctions are imposed is excluded.

6 Sale of individualized and customized products

6.1 If the customer transmits his own motif or exerts other influence on the product (text personalization), the customer assures SK Gaming that the text and motif are free of third-party rights. The customer undertakes not to transmit any data whose contents infringe the property rights of third parties (e.g. trademark rights, copyrights) or violate existing laws or morality.

6.2 SK Gaming reserves the right to carry out a special check when ordering individualized products and to reject racist, politically and individually discriminating text content and the product order accordingly.

6.3 Regarding individualized and customized products, the customer has no right of withdrawal.

7 Retention of title

The goods remain the property of SK Gaming until full payment of the purchase price.

8 Defects

SK Gaming shall take responsibility for defects within the scope of legal provisions. However, customers are only entitled to claims for compensation and for the reimbursement of expenses due to defects to the extent that the liability of SK Gaming is not excluded or limited under clause 9.

9. Liability

9.1 SK Gaming shall be liable without limitation in case of death, personal injury and/or health as well as in cases of willful or grossly negligent behavior.

9.2 Provided Clause 9.1 does not apply, SK Gaming shall not be liable for simple negligence, except if the respective damages result from an infringement of so-called Cardinal Duties. "Cardinal Duties" shall be those obligations that are fundamental for executing the contract and in the fulfilment of which the customer is entitled to rely on; the damage amount payable in these cases is limited to the typical damages accruing in this type of contracts and foreseeable at the date of signature.

9.3 Strict liability due to contractual and/or statutory provisions shall remain unaffected.

9.4 The limitation of liability also includes the personal liability of the legal representatives and vicarious agents of SK Gaming.

10 Copyrights

All logos, photographs and other images on the website and/or in the online catalogue are protected by trademark and/or copyright law. Any use without the consent of SK Gaming, in particular the unauthorized download of images, is prohibited and will be prosecuted under civil and/or criminal law.

11 Data protection

All data transmitted by the customer will be processed by SK Gaming in compliance with the relevant data protection provisions. The customer agrees to the collection, processing, use and disclosure of his data to the extent necessary for the performance of the contract. The data protection declaration (<https://sk-gaming.com/privacy>) shall apply.

12 Information on online dispute resolution

The European Union offers an online platform to which the customer can turn to settle consumer disputes out of court: <http://ec.europa.eu/consumers/odr/>. SK Gaming is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration service.

13 Applicable Law, place of jurisdiction

13.1 German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall not apply. If the customer has placed the order as a consumer and has his habitual residence in another country at the time of the order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

13.2 If the customer is a merchant as defined by the German Commercial Code (Handelsgesetzbuch - HGB), public law entity or special fund under public law, the exclusive legal venue for all disputes resulting out of and in connection with the contractual relationship as well as the place of performance for payment, delivery and performance shall be the headquarters of SK Gaming in Cologne. This shall also apply if the customer has no general legal domicile in Germany or if he/she has relocated his/her domicile or place of usual residence to a location outside of Germany or if his/her domicile or place of residence is not known at the time the action is brought. SK Gaming is, however, also entitled to bring action at the headquarters of the customer.

13.3 Should individual clauses of these T & Cs be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. In the event that a provision is invalid, the parties shall negotiate in good faith to replace it with a provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any contractual gaps within these T & Cs.