

## Online Terms of Sale

### 1. General

1.1 Unless explicitly agreed otherwise in writing, these Online Terms of Sale (hereinafter referred to as the "terms of sale" or "terms and conditions") apply to and are an integral part of all online offers, orders and sales agreements made or concluded via the websites, mobile applications, webshops, ticket shops, software and other online products and services of Club Brugge (the "Online Services"), to the exclusion of the customer's own general or specific (purchasing) terms and conditions.

1.2 Club Brugge reserves the right to change these terms and conditions at any time. All changes will be published online. By continuing to use the Online Services after the amended terms were published online, you will be deemed to have tacitly agreed to the amended terms.

### 2. Order

2.1 The presentation of products and services through the Online Services is only a non-binding invitation to order products or services at Club Brugge. By placing your order, you make a binding offer to conclude a purchase agreement. Club Brugge will only be bound, and the sales contract will only come into effect, after your order has been confirmed and accepted in writing by Club Brugge. Club Brugge reserves the right to either accept or refuse an order.

2.2 By placing an order through the Online Services, you explicitly agree with the sales conditions as published by Club Brugge at the time of placing your order and, as far as the webshop is concerned, with the sales conditions of any third parties with which Club Brugge cooperates. You are solely responsible for reading the applicable terms and conditions of sale before placing your order.

2.3 After you have placed your order and it has been confirmed by Club Brugge, you will receive an invitation to pay the price of your order.

2.4 Once Club Brugge has received your payment, your order will be finalised and delivered by the means of your choice, with any additional delivery costs being communicated to you in advance.

2.5 If after placing your order you discover that you have made a mistake with your order, please contact [webshop@clubbrugge.be](mailto:webshop@clubbrugge.be) immediately by e-mail.

### 3. Payment

3.1 Our invoices are payable in cash at our registered office, without discount, unless otherwise indicated on the invoice. No deductions or compensations may be made from the invoiced amounts.

3.2 In the event of full or partial non-payment of an invoice on the due date, interest will be payable, ipso jure and without notice of default, at a rate of 1.5% per month. Each month started will be charged as a full month. In the event of full or partial non-payment of the invoice on the due date, an amount of 8% on the outstanding invoice amount, with a minimum of €50.00, will also be charged by law, without any notice of default, by way of fixed compensation and without prejudice to the conventional interest, without prejudice to the possible costs of legal assistance.

3.3 Club Brugge explicitly reserves the property right on the delivered products until full payment of the price, interests and costs. Until then the customer is not allowed to alienate the goods or to dispose of them in any way and/or make changes to them. In the event of late payment, we shall be entitled to recover the goods from the customer at his risk and expense, without judicial intervention being required. Without prejudice to the retention of title, all risks relating to the delivered goods shall already be transferred to the customer at the time of delivery.

#### 4. Delivery

4.1 Upon receipt of your payment, we shall be obliged to deliver the Products you have ordered, except where applicable laws and regulations, such as those relating to the safety of football matches, would require us to refuse or cancel your order or prohibit us from delivering the Products you have ordered to you.

4.2 We will do our best to deliver the Products to the delivery address you provided when placing your order within the estimated delivery time indicated by us at the time of ordering. If the delivery is delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after he placed the order.

If the goods cannot be delivered within 30 days or within the contractually agreed period, the consumer will have to give Club Brugge an additional period of time, taking into account the reasons invoked by Club Brugge. In case Club Brugge does not respect this additional period, the consumer is entitled to terminate the contract.

Nevertheless, the consumer is entitled to immediately terminate the contract in the following cases: (i) when Club Brugge refuses to deliver the good, (ii) when delivery within the agreed delivery period is essential given the circumstances surrounding the conclusion of the contract, and (iii) when the consumer has informed Club Brugge before the conclusion of the contract that delivery is essential on or before a certain date.

In the event that the contract is terminated without the good having been delivered, Club Brugge will reimburse all sums paid under the contract within a reasonable period of time.

4.3 You agree to inspect the products for any defects, shortcomings or visible damage at the time of delivery and in any event before proceeding to sign the receipt that you may be asked to sign. You should keep a proof of receipt of the product delivered for any future disputes concerning it.

4.4 Please note that it may be impossible for us to deliver to certain locations. If this is the case, we will notify you using the contact details you provide when placing your order. We will take the necessary steps to cancel your order free of charge or arrange for delivery to an alternative address. We deliver exclusively in Belgium. We deliver in our standard packaging. We reserve the right to accept or refuse special packaging requests made by you and to charge you for the extra costs involved.

4.5 All risks associated with the product will pass to you at the time of delivery, except when delivery has to be postponed due to a failure in your obligations, in which case the risk will pass to you on the date that delivery would have taken place if you had not failed to meet your obligations. Once the risk has passed to you, Club Brugge disclaims all liability in the event of loss, destruction or other

damage to the product. You should be careful when opening the product so that you do not damage it, especially when using sharp objects.

4.6 You undertake to take delivery of the product in the appropriate manner at the date and time reasonably communicated to you by Club Brugge. If you are unable to take delivery or pick up the ordered product at the agreed date and time, we may leave a notification for you with instructions on a second delivery attempt or pick-up at the transport company. If delivery or collection is delayed because of your unreasonable refusal to accept delivery or if you do not accept delivery or collection from the carrier, we may (without prejudice to any other right or remedy available to us) take either or both of the following steps: (i) charge you for reasonable storage and other reasonable costs incurred by us; or (ii) make the Product unavailable for delivery or collection and notify you that we are cancelling the relevant contract immediately. We will then refund to you or your financial institution any amount already paid by you to us under the relevant contract, less any reasonable administration costs incurred by us (including the cost of the attempted delivery and subsequent return of the Product, as well as any other storage costs).

4.7 It is your responsibility to ensure that the products satisfy and meet your needs and personal requirements. We do not guarantee in any way that the products will meet your personal requirements or will be suitable for any particular specific use or purpose. You expressly acknowledge that the products are standard and not customized to meet your individual, personal requirements.

## 5. Cancellation and dissolution

5.1 Club Brugge reserves the right to cancel an order and dissolve an agreement if the product is unavailable for any reason, or if the applicable laws and regulations, such as those relating to the safety of football matches, authorize or require us to do so. We will in that case immediately contact you and refund any amount you have already paid within 30 days of notification of cancellation of your order. We will refund all monies transferred by you using the same method of payment as you used to pay for the product.

## 6. Right of withdrawal

6.1 Subject to specific provisions and to the exceptions mentioned below, as a consumer you have the right to inform Club Brugge in writing that you renounce any purchase made through the Online Services, without payment of any penalty and without indicating any motive, within fourteen calendar days from the day following the delivery of the good or - in case you have concluded a service contract - within fourteen calendar days from the day following the conclusion of the service contract.

6.2 You may use the withdrawal form attached to the delivery of the purchase, or you may make any other unequivocal statement in which you declare to be withdrawing from the contract, or you may use the "model withdrawal form" which you can find on the website of the FPS Economy. Once you are in possession of the product, you are obliged to keep it and take care of it in an appropriate manner. The product must be returned to us in its original state.

6.3 However, you may not exercise a right of withdrawal in respect of:

(i) match tickets and tickets giving access to an event;

- (ii) the supply of products made to your specifications (personalized and/or custom designed items such as clothes with a personalized name) or of products clearly intended for a specific person;
- (iii) the supply of goods which spoil quickly or have a limited shelf life;
- (iv) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and where the seal has been broken after delivery;
- (v) the supply of goods which are, by reason of their nature, irrevocably mixed with other goods after delivery;
- (vi) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- (vii) the supply of newspapers, periodicals or magazines with the exception of contracts for the subscription to such publications;
- (viii) contracts concluded at public auction;
- (ix) the provision of accommodation other than for residential purposes, transport, car rental services, catering and services related to leisure activities if the contracts provide for a specific date or period of performance;
- (x) the supply of digital content which is not supplied on a tangible medium if the performance has begun with your express prior consent;

You acknowledge that you will lose your right of withdrawal in the aforementioned cases.

6.4 If you or we have validly cancelled or revoked the order, we shall reimburse any payment already made by you or your financial institution to us for the product order as soon as possible and in any event within 30 days following your cancellation or revocation. In the event that a product was obtained using a gift voucher or discount vouchers, we reserve the right to refund any amounts paid following your withdrawal upon return of the products by crediting your account with the amount of your order.

## 7. Specific terms and conditions for online orders and/or ticket purchases

7.1 Under no circumstances will tickets be refunded or exchanged, except in the event of cancellation or postponement of the match or event, unless this is due to force majeure. There is no right of withdrawal or right of renunciation for tickets. The order and/or purchase and/or possession of a ticket does not affect the right of Club Brugge to refuse access to the stadium for any reason whatsoever (e.g. in the event of a stadium ban or if the ticket was not purchased through an official sales channel). Club Brugge can under no circumstances be held responsible or liable for any damage or consequences resulting from measures imposed by third parties, such as measures imposed by the authorities, football authorities and bodies, public order etc.

7.2 The registered buyer, the transferor and the holder of the admission ticket are jointly and severally liable for any damage the latter causes at the places to which it grants access. Except for cases

of legal, objective liability, Club Brugge cannot be held (civilly) responsible or liable for possible accidents at the stadium. The bearer of the admission ticket agrees to behave in accordance with the rules of internal order as posted at the entrance to the stadium.

7.3 In accordance with the law on the sale of admission tickets to events of 30 July 2013, it is strictly forbidden (i) the regular resale of tickets, (ii) the performance with a view to regular resale and the provision of means for regular resale, (iii) the occasional resale at a price higher than the stated admission price, (iv) the performance for the purpose of occasional resale and the provision of funds used for occasional resale if the resale is at a price higher than the stated admission price, (v) the resale before the start of the original sale, (vi) the sale of a preferential or promotional ticket for which there was no original sale. Presentation for resale and the provision of funds for resale shall also be prohibited for sales of privileged admission tickets and promotional tickets for which there have been no original sales. Violations shall be subject to sanctions.

7.4 The collection and/or transmission and/or production and/or dissemination of any information or data regarding match developments, conduct or any other factor in any game, or any kind of recording of any audio, video or audio-visual material in any game (whether by use of electronic devices or otherwise) for the purposes of any form of betting, gambling or commercial activities that have not been authorised in advance or for any other purposes that violate these terms and conditions, is strictly forbidden at the Stadium, except where authorisation or permission is expressly granted by the Pro League and the Club. Mobile phones may only be used for personal, private use. In the event of a breach of these terms and conditions, visitors may be refused access to or removed from the Stadium.

## 8. Defective Products

8.1 We guarantee that the product will be delivered undamaged and in the quantities ordered, and that it will comply with the latest instructions published by the manufacturer, as indicated on the Online Services or in our description of the product at the time of your order.

8.2 The product is only intended to be used in accordance with the instructions as stated on our Online Services or in our description of the product as such. It is your responsibility to ensure that you use the Product only in accordance with these instructions.

8.3 We will do our utmost to deliver the Products in perfect condition. However, if you notify us that the Products are defective, you agree to keep the Products in their current condition so that we may inspect them within a reasonable time. In order to provide you with a solution to a defective product, we may need your help and prompt communication of certain information regarding the product. If you want us to repair, replace or refund the Product when it is unsatisfactory, and we find that the Product has been (i) misused, abused, neglected, improperly or inadequately cared for, damaged or abnormally used; or (ii) involved in an accident or damaged by an improper attempt to alter or repair it; or (iii) used in contravention of our instructions for the Product or those of the manufacturer; or (iv) affected by normal wear and tear, after delivery by us, we may at our discretion decide not to repair, replace or refund the product and/or we may require you to pay all reasonable transport and service charges based on our current standard rates and may charge these using the payment details you provided us with when placing your order. We shall not be liable, to the fullest extent permitted by law, for any loss, liability, cost, value, expense or expense arising in connection therewith.

9. Use of gift vouchers and discount coupons

9.1 We are not liable for the loss, theft or illegibility of discount coupons or gift vouchers.

10. Limitation of liability

10.1 Club Brugge pays much attention to the information provided through the Online Services, but can in no way guarantee the accuracy or completeness of the information. The information provided through or related to the Online Services is of a general nature, is not adapted to personal or specific circumstances, and can therefore not be considered as personal, professional or legal advice to the user. Club Brugge cannot be held liable for any damage, of whatever nature, resulting from actions and/or decisions based on said information and/or use of documents, or resulting in any way from the use of the Online Services.

10.2 Club Brugge gives no guarantees as to the proper functioning of the Online Services and cannot be held liable in any way for the malfunctioning or temporary (un)availability of the Online Services or for any form of damage, direct or indirect, resulting from the access to or use of the Online Services.

10.3 In no event will Club Brugge be liable to anyone, directly or indirectly, in any way whatsoever, for any damage resulting from the use of the Online Services, particularly as a result of links or hyperlinks to other websites, including, without limitation, any loss, work stoppage, damage to programs or other data on the computer system, to equipment, software or other items belonging to the user.

10.4 The Online Services may contain hyperlinks to websites or pages of third parties or refer to them indirectly. The placing of links to these websites or pages in no way implies an implicit approval of their content. Club Brugge expressly declares that it has no control over the content or other characteristics of these websites or pages and can in no way be held liable for their content or characteristics or for any other form of damage resulting from their use.

10.5 Club Brugge undertakes to carry out its obligations under these terms and conditions of sale with reasonable care and skill. However, Club Brugge is not bound by any obligation of result.

10.6 Regardless of the nature of the claim, Club Brugge can under no circumstances be held liable for any indirect, incidental or consequential damages, such as but not limited to (i) loss of turnover; (ii) loss of actual or anticipated profit; (iii) loss of contracts; (iv) loss of use of money; (v) loss of anticipated savings; (vi) loss of business; (vii) loss of productive time; (viii) loss of opportunity; (ix) loss of goodwill; (x) loss of reputation; or (xi) loss of, damage to or corruption of data, in each case whether such loss is foreseeable, known, anticipated or in any other form.

10.7 Club Brugge's liability with respect to Online Services is in any case always limited to either the refund of the price paid by the customer, or the re-execution of the Online Services, at Club Brugge's discretion.

10.8 The total liability of Club Brugge will always be limited to the amount of the price paid by the customer to Club Brugge for the Online Services which gave rise to the claim, with a maximum of 100.00 euros per claim.

10.9 These aforementioned limitations of Club Brugge's liability apply both to any liability expressly provided for in these terms and conditions, and to any liability resulting from the invalidity or unenforceability of any other clause in these terms and conditions.

## 11. Warranty and complaint management

11.1 We shall perform our obligations under these terms and conditions with care and skill. We attach great importance to the satisfaction of our customers. Complaints or disputes must be made by registered mail within eight days after the fact or occurrence to which the complaint or dispute relates under penalty of nullity and voidance.

## 12. Force majeure

12.1 Club Brugge cannot be held responsible for any failure or delay in performance of an agreement attributable to an external cause beyond its control, including but not limited to all forms of force majeure, actions of third parties (including but not limited to hackers, suppliers, government, quasi-autonomous non-governmental authorities, supranational, federal, regional, provincial or local authorities), riots, civil unrest, war, hostilities, military operations, national disasters terrorism, terrorist threats, piracy, arrests, coercion by a competent authority, strikes and/or lockout, epidemic, fire, explosion, storm, flooding, drought, extreme weather conditions, earthquakes, natural disasters, accidents, mechanical breakdowns, third-party software, breakdowns or problems with public utilities (including failure of electricity, telecommunications or internet), lack of or impossibility of being supplied with materials, equipment and/or transport, irrespective of the fact that the circumstances in question could have been foreseen.

12.2 Both Club Brugge and the customer will be entitled to immediately terminate the contract by written notice to the other party in the event the force majeure lasts longer than 2 working days, in which case neither party will be held liable towards the other party in connection with such termination (except for reimbursement of a product already paid for by the customer and which was not delivered).

12.3 When Club Brugge has undertaken to deliver identical or equivalent products to several customers and is prevented by force majeure from fully complying with its obligations to all parties concerned, Club Brugge will be entitled to decide autonomously which contracts will be executed to what extent.

## 13. Notices

13.1 Any notice under a Contract must be in writing and may be delivered personally or sent by pre-paid or registered post with acknowledgement of receipt or by e-mail addressed to the relevant party

at the last known address or e-mail address of the other party. Any notice by post shall be deemed to be received two business days after it is posted if the address of the recipient is in Belgium. A notice by e-mail will be deemed to have been received when the e-mail is demonstrably received on the server of the recipient. Proof of this is provided by the fact that the letter or e-mail was correctly addressed and, where appropriate, correctly stamped or sent as a registered letter with acknowledgement of receipt.

#### 14. Final provisions

14.1 Failure or delay by you or us in exercising any right under these terms and conditions or a contract shall not be deemed a waiver of that right, and shall not affect any other or further event or prejudice any right or remedy in respect thereof or in any way affect or modify our or your rights under these terms and conditions or a contract.

14.2 If any clause in these terms and conditions or any contract is or is declared invalid or unenforceable, that invalidity or unenforceability shall not in any way affect the validity or enforceability of any other clause in these terms and conditions in whole or in part.

14.3 The customer is not allowed to transfer any contract to which these terms and conditions apply, or any right or obligation thereunder, in whole or in part, to a third party without the prior written consent of Club Brugge.

14.4 Nothing in these terms and conditions or in any agreement shall create or be deemed to create a partnership, agency or employer-employee relationship between you and us.

14.5 No person who is not a party to these terms and conditions or to a contract can thereby acquire rights or enforce rights under any provision of these terms and conditions, even if that person has relied on such a provision or has indicated to either party that they agree with any provision of these terms and conditions or a contract.

#### 15. General Terms & Conditions & Privacy Policy

15.1 The provisions of our Terms and Conditions and Privacy Policy form an integral part of these Online Terms of Sale. In the event of any conflict between the provisions, the provisions of these Online Terms of Sale will prevail.

15.2 A printed version of these Online Terms of Sale, the Terms and Conditions and the Privacy Policy and of any warning and notice delivered in electronic form will be accepted in any judicial or administrative proceedings arising out of or in connection with these Online Terms of Sale, the Privacy Policy and the Terms and Conditions, in the same manner and under the same conditions as other documents and commercial registers created and kept in printed form. Any rights not expressly granted in this document are reserved.

#### 16. Governing Law and Disputes

16.1 All agreements to which the present conditions apply are governed by Belgian law.



16.2 For all disputes that might arise in connection with these terms and conditions or the Online Services to which they apply, the courts of the registered office of Club Brugge NV have exclusive jurisdiction.