

# Süddeutsche Zeitung

## General Terms and Conditions for Deliveries of Products from the SZ Shop

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## 1. About these Terms and Conditions

These Terms and Conditions apply to online purchases of products from the SZ Shop of Süddeutsche Zeitung GmbH. The customer's contractual partner is Süddeutsche Zeitung GmbH, Hultschiner Str. 8, 81677 Munich, Managing Directors: Dr. Christian Wegner (Chair), Johannes Hauner, Munich Local Court HRB 73315 ("**Publisher**"). The publisher is a wholly owned subsidiary of Süddeutscher Verlag GmbH.

### General Information Requirements

- The products of the SZ Shop are described in the product listings.
- The customer can find the publisher's identity and address in Sections 1 and 14 of these Terms and Conditions.
- The total price, including all taxes and fees for the products, corresponding to the selected order, is displayed directly during the ordering process.
- The customer can find the terms of payment, delivery, and service for the selected product as well as directly during the ordering process.
- The customer can find information regarding existing statutory warranty rights in Section 8 of these Terms and Conditions.
- The customer can find information regarding the term, minimum duration of the commitment, and the conditions for cancellation or automatic subscription renewal for the selected product directly during the ordering process.
- The customer will find the terms, deadlines, and information regarding the procedure for exercising the right of withdrawal under Section 355(1) of the German Civil Code, as well as the model withdrawal form, in Section 4 of these Terms and Conditions.
- The customer will find information on ordering eBooks during the ordering process. The customer has no right of withdrawal for eBooks; the customer will be informed of this during the ordering process.

## 2. Scope

The following terms and conditions apply exclusively to offers and deliveries from the Publisher. In addition, for combination offers or other offers in the form of print or digital subscriptions, such as Süddeutsche Zeitung, Langstrecke, etc., with or without a printed edition of the Süddeutsche Zeitung, the applicable General Terms and Conditions of Business and Delivery at [www.agb.swmh.de/sz\\_abo](http://www.agb.swmh.de/sz_abo) apply.

## 3. Offer, Conclusion of Contract, Reservation of Delivery

(1) By placing an order, the customer makes a binding offer to enter into a contract. The email confirming receipt of the order by the publisher and listing its details (“**Order Confirmation**”) does not constitute acceptance of the offer.

(2) Upon delivery, the purchase agreement (which the customer has previously requested in a binding manner via order form, online form, or by telephone) is concluded, and delivery, acceptance, and payment become legally binding for both contracting parties. There is no entitlement to the conclusion of a contract.

(3) If individual ordered titles and products are no longer available, the right to delivery shall lapse.

(4) The publisher is entitled to make partial deliveries.

(5) The publisher is entitled to transmit the customer’s personal data (name, address) to CRIF GmbH, Leopoldstr. 244, 80992 Munich (“CRIF”) for the purpose of conducting a credit check, in order to establish and execute the contracts referred to in Section 3.3, based on its legitimate interest in the credit check. CRIF calculates a probability score from the transmitted data, including address data, to assess creditworthiness. CRIF then transmits the corresponding information to the publisher, on the basis of which the publisher makes a decision regarding the conclusion of the contract. CRIF does not disclose any data to third parties regarding either the inquiry or the results of the credit check. The customer has the right to request information at any time regarding the personal data stored by CRIF that pertains to them by contacting: CRIF GmbH, Data Protection Department,

Leopoldstr. 244, 80992 Munich. Further information regarding the activities of CRIF GmbH can be viewed online at [www.crif.de/datenschutz](http://www.crif.de/datenschutz).

(6) When ordering alcoholic beverages, the customer confirms by submitting the order that he or she has reached the legally required minimum age.

## **4. Right of Withdrawal**

(1) The customer has the following right of withdrawal:

### **Cancellation policy**

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you, or a third party designated by you (other than the carrier), took possession of the first item. To exercise your right of withdrawal, you must inform us at Süddeutsche Zeitung GmbH, SZ Shop, Hultschiner Str. 8, 81677 Munich, or via email at [service@sz-shop.de](mailto:service@sz-shop.de), by means of a clear statement (e.g., a letter sent by mail, fax, or email) regarding your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send the notification of your exercise of the right of withdrawal before the withdrawal period expires.

### **Consequences of Withdrawal**

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract. We will use the same payment method for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund. We may withhold 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 immediately

and in any case no later than fourteen days from the day on which you notify us of your withdrawal from this contract to

Süddeutsche Zeitung GmbH, Subscription Service, Hultschiner Str. 8, 81677 Munich.

The deadline is met if you send the goods before the fourteen-day period expires. You are responsible for the direct costs of returning the goods. You are liable for any loss in value of the goods only if such loss is attributable to handling of the goods that goes beyond what is necessary to check their condition, properties, and functionality.

**Template: Consumer withdrawal form. This is the statutory template text found in Annex 2 to Article 246a, Section 1, Paragraph 2, Sentence 1, No. 1 of the EGBGB:**

### **Withdrawal Form**

(If you wish to withdraw from the contract, please fill out this form and return it.)

- To Süddeutsche Zeitung GmbH, Subscription Service, Hultschiner Str. 8, 81677 Munich, or by email to [service@sz-shop.de](mailto:service@sz-shop.de):
- I/we () *hereby withdraw from the contract concluded by me/us ()* for the purchase of the following goods/the provision of the following service (\*)
- Ordered on/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for paper notifications)
- Date \_\_\_\_\_

(\*) Delete as appropriate.

For art objects shipped via arsmundi, a shipping fee of 9.90 euros applies per order.

The right of withdrawal does not apply to distance contracts for the delivery of goods that

- are manufactured according to customer specifications or
- are clearly tailored to personal needs or
- are not suitable for return due to their nature or

- are liable to spoil quickly or
- whose expiration date would be exceeded,
- for the delivery of audio or video recordings or software, provided that the delivered
- data carriers have been unsealed by the consumer, or
- for the delivery of newspapers, magazines, and periodicals, with the exception of subscription contracts

## (2) Returns

To return an item, please use the return address listed on the packing slip, or contact our customer service team. We're here to help! Call us at +49 89 2183-1810 or email us at [service@sz-shop.de](mailto:service@sz-shop.de).

Our team will send you all the necessary return information as soon as possible.

Please note that the publisher's address, Hultschiner Straße 8, is not the return address for merchandise from our SZ Shop.

## 5. Gift Certificate

(1) Gift certificates are valid indefinitely—they can be redeemed in partial amounts in the SZ Shop.

(2) Gift certificates can only be redeemed in the SZ Shop. Delivery of goods is only available within Germany.

(3) No cash refunds are available for purchased gift certificates.

(4) If a gift certificate is lost, it cannot be replaced.

## 6. Prices, Shipping Costs, Payment Terms

(1) The prices listed on the SZ Shop website include the applicable sales tax.

(2) Packaging becomes the property of the customer and is charged by the publisher as part of the shipping costs. These costs are calculated and displayed before an online order is placed, or are quoted for telephone orders and listed separately on the invoice. Shipping costs amount to 2.40 euros for media products such as books, magazines, games, DVDs, and CDs. For orders totaling 80.00 euros or more, the publisher offers free shipping.

For wine deliveries with an order value of less than 120.00 euros, a flat shipping and packaging fee of 7.90 euros is charged. Shipping costs for art objects, photo collections, jewelry, and fine writing instruments are 9.90 euros. Orders placed in the Deutsches Museum Shop and during special promotions incur shipping costs of up to 5.90 euros. For toys, delicacies, and accessories under 80.00 euros, a flat shipping and handling fee of 4.90 euros applies. Shipping costs for furniture and beach chairs are 59.90 euros.

(3) Delivery outside the Federal Republic of Germany is not possible. Payment can be made by direct debit, PayPal, invoice, or credit card. For art items, payment is only possible by direct debit, PayPal, or credit card. For new customers, the choice of payment method may be at the publisher's discretion.

## **7. Payment Methods**

(1) Depending on the product selected, the customer may choose to pay via direct debit (SEPA Direct Debit), bank transfer, or other payment systems offered by the publisher through third-party payment service providers (e.g., credit card, PayPal, etc.). Upon receipt of the invoice, payment must be transferred to the account specified in the invoice or debited from the designated account or credit card. The advance notice of the payment collection (so-called pre-notification) under the SEPA Core Direct Debit has been reduced to one day. If the customer selects a payment system for which they have registered with the respective payment service provider, the applicable terms of use and privacy policy for that service shall govern this contractual relationship. For the processing of payments via credit card, PayPal, and SEPA direct debit, the publisher may also use the services of PAYONE GmbH, Lyoner Straße 9, 60528 Frankfurt/Main. In this case, PAYONE's privacy policy also applies. If the customer selects PayPal as the payment method, the payment is processed without disclosing their bank details to the publisher. Payments via PayPal are processed exclusively between the customer and PayPal through an automatic debit transaction (electronic direct debit) or a credit card transaction.

(2) For the purpose of fulfilling the contract, the publisher may exchange information and documents with the customer by telephone, in writing, or electronically—in particular in text form via email—including information regarding SEPA direct debit mandates for the publisher or payment service

providers commissioned by the publisher, as well as billing and receivables documents.

## **8. Delivery, Transfer of Risk**

- (1) Delivery is made ex warehouse at the customer's risk and expense.
- (2) In the case of a contract with a business customer, risk passes to the customer upon handover to the carrier; in all other cases, risk passes upon delivery of the goods.
- (3) All items are shipped from our distribution center or from distribution partners in Germany.

## **9. Warranty**

- (1) The statutory warranty rights apply. Defective goods must be sent to the address specified in Section 4. The original delivery note must be included.
- (2) In the event of a warranty claim, the customer is initially entitled, at their discretion, to a claim for subsequent performance or repair. If subsequent performance or repair is impossible for the publisher, or if it is delayed beyond a reasonable period for reasons for which the publisher is responsible, or if it fails for other reasons, or if it is unreasonable for the customer to accept, the customer is entitled, at their discretion, to withdraw from the contract or to demand a corresponding reduction in the purchase price (price reduction).

## **10. Liability**

- (1) The publisher shall be liable in accordance with statutory provisions if the customer asserts claims for damages based on willful misconduct or gross negligence, including willful misconduct or gross negligence on the part of its representatives or agents. The same applies to claims for damages arising from the assumption of a warranty.

(2) In all other respects, the publisher shall be liable in accordance with statutory provisions if a material contractual obligation (cardinal obligation) is culpably breached. The claim for damages is then limited to the foreseeable, typically occurring damage. This claim for damages shall expire twelve months after delivery. These limitations do not apply to claims for damages under Section 9.1.

(3) Liability for culpable injury to life, limb, or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(4) Unless otherwise provided above, liability is excluded.

(5) To the extent that the Publisher's liability is excluded or limited, this also applies to the personal liability of the Publisher's employees, representatives, and vicarious agents.

## **11. Place of Performance, Jurisdiction**

To the extent permitted by law, the exclusive place of performance and venue shall be Munich.

## **12. Contract Term and Termination**

If a customer orders complete editions of the Süddeutsche Zeitung, the contract automatically ends upon delivery of the final installment. If a customer orders complete editions of the Süddeutsche Zeitung, they may terminate the contract within ten days of receiving each installment and thereby cancel any further deliveries. This does not affect the right of withdrawal.

## **13. Privacy Policy**

Our current privacy policy provides information regarding the data protection measures applicable to the processing of this contract; it can be viewed by clicking the following link: [www.datenschutz.swmh.de/sz-erleben](http://www.datenschutz.swmh.de/sz-erleben). This page also contains all further information on data protection, particularly regarding the rights of the data subject.

## **Data processing for contract fulfillment**

The publisher processes the customer's personal data in particular for the purpose of executing their contract (Art. 6 (1) (b) GDPR). In order to be able to inform customers about its offers, the publisher also processes the data provided for its own customer analyses and postal advertising on the basis of its legitimate interests in customer analysis and direct marketing (Art. 6 (1) (f) GDPR).

## **Direct marketing**

With the express consent of the customer, which can be revoked at any time in the future, the publisher will also send advertising by telephone and/or email (Art. 6 (1) (a) GDPR in conjunction with § 7 (2) No. 1, 2 UWG).

If the customer wishes to revoke their consent, they can simply send a message with their request to [datenschutz@sz.de](mailto:datenschutz@sz.de) or to the postal address below, Data Protection Department.

The publisher will also inform the customer by email, without their consent, about its own offers that are similar to those ordered by the customer (Art. 6 (1) (f) GDPR in conjunction with § 7 (3) UWG).

Objection to advertising: The customer may object to the processing of their data for direct marketing purposes at any time. ([werbewiderspruch@sz.de](mailto:werbewiderspruch@sz.de) or to the postal address below, Data Protection Department)

## **14. Governing Law, Validity, Written Form**

(1) These Terms and Conditions, as well as the relationship between the customer and the publisher, are governed exclusively by German law. With respect to a consumer, this choice of law applies only to the extent that it does not restrict any mandatory statutory provisions of the country in which the consumer has his or her domicile or habitual residence. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

(2) In business dealings with merchants, legal entities under public law, or special public funds, the place of jurisdiction for legal actions is the publisher's registered office. Unless the publisher's claims are asserted in

summary proceedings, the place of jurisdiction for non-merchants is determined by their place of residence. The place of performance is Munich.

(3) There are no oral side agreements. Any amendments or additions to the provisions contained in these terms and conditions must be in writing to be effective.

(4) The current version of these Terms and Conditions shall generally be deemed to have been agreed upon. The Publisher may amend these Terms and Conditions for the future only with the consent of the Contracting Party. Consent to the amendment of the Terms and Conditions shall be deemed to have been given if the contracting party does not object within 30 days of notification of the amendment. The timely notification of the amendment to the contracting party shall include the effective date, the right to object, the objection period, and the consequences of a failure to object in a timely manner.

(5) In the event of a change in market conditions, legal requirements, or supreme court rulings, the Publisher may amend these General Terms and Conditions at any time with future effect and without stating reasons, provided that this does not place an unreasonable burden on the Customer.

(6) Even if individual provisions of these Terms and Conditions are legally invalid, the remaining provisions shall remain valid. The invalid provisions shall be replaced, where applicable, by the relevant statutory provisions.

## **15. Provider Information/Contact**

Customer Service Address: Süddeutsche Zeitung GmbH, Subscription and Customer Service,  
Hultschiner Str. 8, 81677 Munich  
Phone: +49 89 2183-1810 (standard landline rate), Fax: +49 89 2183-1820,  
Email: [service@sz-shop.de](mailto:service@sz-shop.de)