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Genève • Depuis 2003

ELKE BERR GENERAL TERMS AND CONDITIONS OF SALE - GTC

Online shop, mail order and showroom – Switzerland and international
Last updated: November 2026

1. General provisions and identity of the seller

These General Terms and Conditions of Sale (hereinafter the 'GTC') govern the sale of jewellery, jewellery creations and associated services offered by **Elke Berr Sàrl**, a company incorporated under Swiss law and based in Geneva (hereinafter 'ELKE BERR', 'we' or 'our House').

Seller's contact details:

Elke Berr Sàrl
Rue du Cendrier 12–14
1201 Geneva, Switzerland
Website: www.elkeberr.com
Email:office@elkeberr.ch
Telephone: +41 22 310 61 10
Mobile: +41 77 211 58 87

IDE/VAT number: CHE-383.505.032 (to be confirmed prior to publication).

ELKE BERR operates from Switzerland and has no subsidiaries or its own shops abroad.

1.1 Sales channels

These Terms and Conditions apply to purchases made:

a) Via our online shop www.elkeberr.com, using a computer, smartphone, tablet or any other digital device;
b) By telephone, by email or through one of our advisers, in particular via a secure payment link (hereinafter the 'Online Shop');
c) Directly and in person at our showroom in Geneva, by appointment only;
d) During private presentations or events organised directly by ELKE BERR, where these Terms and Conditions are provided to the customer.

Sales made in their own name by independent distributors or resellers are not governed by these T&Cs.

1.2 Acceptance of the GTC

Before the sale is concluded, the customer is invited to read these T&Cs.

Confirmation of an order implies acceptance of these T&Cs, subject to any applicable mandatory legal provisions.

Any special terms and conditions expressly accepted in writing by ELKE BERR shall take precedence over these T&Cs in the event of any conflict.

1.3 International Application and Annex 1

ELKE BERR offers its products to an international clientele in countries and territories where sales and deliveries are legally permitted.

For distance sales to consumers residing in the European Union or the United Kingdom, these GTC are supplemented by Annex 1 — Special provisions applicable to distance sales to the European Union and the United Kingdom.

This Annex forms an integral part of these Terms and Conditions.

In the event of any conflict between these Terms and Conditions and Annex 1, the specific provisions of the latter shall prevail for transactions falling within its scope, subject to any applicable mandatory legal provisions.

Purchases made directly and in person at the Geneva showroom constitute sales made in Switzerland and are subject to these T&Cs, in particular the specific provisions relating to purchases at the showroom. The purchaser's place of residence or foreign nationality is not, in itself, sufficient to classify such purchases as distance sales.

1.4 Amendments to the T&Cs

ELKE BERR may amend these T&Cs at any time.

The applicable version is that in force at the time the contract of sale is concluded.

1.5 Contractual documents and pre-contractual information

These T&Cs must be read in conjunction with the information provided to the customer prior to the conclusion of the sale, in particular the description of the jewellery, its total price, any charges, the terms of payment and delivery and, where applicable, the rights of return or withdrawal. Appendix 1 sets out the specific provisions applicable to distance sales to the European Union and the United Kingdom, in situations falling within its scope. In the event of any conflict with a mandatory provision applicable to the consumer, the latter shall prevail. The Privacy Policy and the Cookie Policy are separate documents, available on the website; they do not affect the customer's contractual rights in relation to the sale.

2. Eligibility criteria for purchase

Purchases are restricted to natural persons who have reached the legal age of majority and possess the legal capacity required to enter into a contract.

By placing an order, the customer declares that they are acting in good faith, either for their own personal use or to give the product to a third party.

Any order intended for professional resale or commercial distribution requires the prior written consent of ELKE BERR.

The customer guarantees the accuracy of the information provided when placing the order.

ELKE BERR may refuse, suspend or cancel an order for a legitimate reason, in particular in the event of:

- A product being out of stock;
- Inaccurate or incomplete information;
- Failure to pay or refusal to pay;
- Reasonable suspicion of fraud;
- Legal, customs or commercial restrictions;
- Failure to comply with these Terms and Conditions.

In accordance with applicable regulations, ELKE BERR may request additional information or supporting documents to verify the customer's identity, the source of funds or the legality of the transaction.

Such checks may, in particular, be necessary in light of rules relating to the prevention of money laundering, the financing of terrorism, international sanctions and export controls.

3. Product presentation and availability

ELKE BERR offers jewellery designs, including gold and silver jewellery set with diamonds, precious stones or semi-precious stones, as well as unique pieces, limited-edition collections and bespoke items.

The photographs, descriptions and information published on our website are carefully prepared to accurately present our creations.

However, colours, shades and proportions may vary slightly depending on the screen, lighting conditions and the natural characteristics of the materials.

Natural stones may contain inclusions, variations in colour or characteristics specific to their formation. These characteristics do not necessarily constitute defects.

The essential characteristics of the product are set out in its description or in the corresponding commercial offer.

3.1 Availability

All products are subject to availability and acceptance of the order.

Some items are one-offs or produced in limited quantities. Their appearance on our website does not guarantee their availability until the order has been definitively confirmed.

In the event of simultaneous orders for the same item, ELKE BERR may confirm the sale to a single buyer.

3.2 Quantity Limits

ELKE BERR may limit the quantities ordered for certain products, in particular one-off pieces, limited editions or special collections.

3.3 Unavailability after placing an order

If a product becomes unavailable after an order has been placed, ELKE BERR will inform the customer as soon as possible.

Depending on the circumstances, we may offer an alternative product, a new delivery date or a full refund for the unavailable product.

No substitute product will be imposed without the customer's consent.

3.4 Information regarding gemstones and jewellery designs

Details regarding gemstones, metals, dimensions, weights and the characteristics of the jewellery are provided based on the information available for each piece. Where an independent gemmological certificate accompanies a stone or a piece of jewellery, its existence and scope are specified in the description or in the documents provided to the customer; no independent certificate is presumed to be included unless expressly stated. Natural variations in colour, inclusions and appearance inherent to gemstones must be distinguished from defects in conformity. Photographs, digital renderings and on-screen representations may differ slightly from the actual appearance, without prejudice to the characteristics expressly agreed upon and the customer's mandatory rights.

4. Ordering process

4.1 Orders via the online shop

The customer selects the desired products and adds them to their basket.

Before confirming their order, they may check and amend details relating to the products, quantities, contact details, delivery address and payment.

Final confirmation is made by clicking a button that clearly indicates the obligation to pay.

Placing an order constitutes an offer to purchase made to ELKE BERR.

4.2 Orders placed with a sales adviser

Orders may also be placed by telephone, by email or with the assistance of an ELKE BERR adviser.

The adviser provides key information regarding the products, prices, payment methods, delivery and applicable terms and conditions.

A written confirmation is sent to the customer before or at the time of the sale, depending on the method used.

Payment may be made, for example, via a secure link or by bank transfer, in accordance with the agreed terms.

4.3 Orders at the showroom

Purchases may be made directly and in person at our Geneva showroom, by appointment only.

The contract of sale is concluded upon acceptance of the purchase and its terms by both parties.

An invoice or proof of purchase is issued or sent to the customer.

4.4 Acknowledgement of receipt and acceptance

For orders placed remotely, an acknowledgement of receipt may be sent automatically.

This acknowledgement confirms receipt of the request but does not necessarily constitute final acceptance of the order.

The sales contract is concluded when ELKE BERR sends an express order confirmation, subject to the specific terms and conditions communicated to the customer.

The confirmation specifies, in particular, the products ordered, the total amount and the delivery or collection arrangements.

4.5 Refusal or cancellation of an order

ELKE BERR may refuse or cancel an order for a legitimate reason, in particular in the situations described in Article 2.

The customer shall be informed of this decision as soon as possible.

If payment has already been received for an order refused or cancelled by ELKE BERR, the corresponding amounts will be refunded via the original payment method, unless otherwise agreed.

4.6 Verification of information prior to confirmation

Before definitively confirming an online order, the customer must be able to review the essential characteristics of the product and the total price quoted, check the details entered and correct any errors. Where the order involves a payment obligation, this obligation must be clearly indicated at the time of confirmation. Any delivery restrictions, as well as the accepted payment methods, are brought to the customer's attention no later than at the start of the ordering process. These terms and conditions are implemented in accordance with the mandatory requirements applicable in the relevant countries of sale.

5. Bespoke creations and personalised services

Subject to technical and creative feasibility, ELKE BERR offers personalisation, engraving, modification and bespoke design services.

Such orders are subject to prior confirmation of the product's key characteristics, materials, gemstones, price, payment terms and production lead times.

Drawings, sketches, digital representations and models serve as presentation materials for the project. The contractually agreed specifications shall prevail.

The customer is responsible for the accuracy of the information, dimensions, inscriptions and instructions they provide.

ELKE BERR may refuse a request for customisation that contravenes the law, infringes the rights of third parties or contains elements that are manifestly inappropriate.

5.1 Amendments and Cancellations

Once the order has been confirmed, any changes requested by the customer require ELKE BERR's prior consent.

This may result in an adjustment to the price or delivery times.

Items created to the customer's individual specifications, in particular bespoke jewellery, engraved items or those that have been substantially altered, are not covered by the right of return set out in Article 10.

The cancellation of a personalised order after it has been accepted is subject to our written consent and to the applicable mandatory legal provisions.

The customer's rights in the event of a defect or non-conformity remain reserved.

5.2 Project approval and production stages

For bespoke creations, the agreed specifications, any approval stages, the indicative timetable, payment terms and the consequences of a request for modification are confirmed in writing before the customer commits to the order. Any subsequent modification likely to affect the price, the choice of gemstones or the delivery time is subject to prior agreement. Where sketches or renderings are provided, their contractual value is limited to the characteristics expressly approved. Any exclusions from the right of withdrawal are assessed according to the nature of the customisation and the applicable mandatory rules, in particular those set out in Annex 1 for the EU and the United Kingdom.

6. Prices, currencies, taxes and delivery charges

Product prices are displayed in the currency indicated on the online shop or in the commercial offer.

The currency offered may depend on the selected country, the shop's settings and the available payment methods.

The total amount payable is that shown in the final summary and confirmed at the time of ordering.

6.1 Purchases and deliveries in Switzerland

For orders to Switzerland, prices are quoted inclusive of all taxes (TTC).

They include:

- The applicable Swiss VAT;
- Standard preparation and postage costs;
- Delivery to the agreed address;
- Transport insurance provided by ELKE BERR.

The customer may also choose to collect the goods from the Geneva showroom, subject to the conditions set out in Article 9.

6.2 International purchases and deliveries — import duties and taxes

For international deliveries, ELKE BERR covers shipping, transport and insurance costs, as well as administrative costs relating to customs formalities. Standard delivery is complimentary for all jewellery orders.

Any import duties and taxes applicable in the country of destination are not included in the displayed price and remain payable by the Customer, subject to applicable mandatory legal provisions. They may be charged directly by the local authorities or the carrier responsible for delivery.

The Customer undertakes to provide the information and documents reasonably necessary for import formalities where legally required.

The Customer is informed before placing the order that such duties and taxes may be payable and, where their amount cannot reasonably be calculated in advance, that this is the case. If delivery or customs clearance arrangements are not possible in a particular country, ELKE BERR may refuse the order or propose specific conditions before the order is concluded.

6.3 Export and Swiss VAT

Export sales may be exempt from Swiss VAT provided that the conditions laid down by Swiss legislation are met and the required supporting documents are available.

Any import duties and taxes payable in the country of destination are dealt with in accordance with clause 6.2.

6.4 Currency conversion

Where payment is made in a currency other than that of the customer's bank account, their financial institution may apply an exchange rate or conversion charges.

Any such bank charges are not set by ELKE BERR.

6.5 Price changes and obvious errors

ELKE BERR may amend its prices at any time, without retroactive effect on orders that have been definitively accepted.

Despite the care taken with our online shop, an obvious error in price or description may, in exceptional cases, occur.

In such cases, we will inform the customer as soon as possible in order to offer a correction or, where permitted by law, the cancellation of the order with a refund of any sums received.

7. Payment methods

The available payment methods are indicated at the time of ordering or communicated by our adviser.

Depending on the sales channel, payments may be made by credit/debit card, secure payment link or bank transfer.

7.1 Payment by credit/debit card or secure payment link

Electronic payments are subject to the validation and authorisation procedures of the relevant financial institutions and payment service providers.

ELKE BERR may carry out the necessary security checks, within the limits permitted by law.

An order may be suspended or refused if the payment is not authorised or if there are irregularities requiring verification.

7.2 Payment by bank transfer

For certain orders, in particular bespoke creations or sales made through a consultant, ELKE BERR may accept payment by bank transfer.

Bank details and payment terms are provided directly to the customer.

Unless otherwise agreed in writing, the final preparation, dispatch or handover of the product will take place upon receipt of full payment.

Any charges levied by banks shall be borne by the party to whom they are charged by their bank, unless otherwise agreed.

7.3 Deposits and pre-orders

For certain designs or special orders, ELKE BERR may request a deposit or advance payment.

The amount, payment dates and specific terms and conditions are communicated before the order is confirmed.

The cancellation and refund terms for these payments are determined by the applicable contractual provisions and the customer's statutory rights.

7.4 Retention of title

The products remain the property of ELKE BERR until they have been paid for in full, to the extent permitted by applicable law.

For transactions governed by Swiss law, any legal formalities that may be necessary to ensure the enforceability of a retention of title are reserved.

8. Dispatch and delivery

8.1 Destinations served

ELKE BERR offers international deliveries to countries and territories where the export, import and transport of precious jewellery are legally permitted and can be arranged under appropriate security conditions.

The availability of a destination depends in particular on:

- Customs and tax regulations;
- Trade restrictions or international sanctions;
- Rules applicable to precious metals and gemstones;
- The capabilities of carriers and insurers;
- Customs clearance options in the country of destination.

ELKE BERR may refuse a destination or suspend a shipment where justified by a restriction or operational impossibility.

8.2 Transport and insurance

Goods are dispatched by professional carriers selected on the basis of their value, nature and destination.

ELKE BERR arranges transport insurance cover appropriate to the declared value of the goods shipped, subject to the limits and conditions of the applicable insurance policy.

8.3 Delivery times

Preparation and delivery times are communicated at the time of the order or its confirmation.

These may vary depending on product availability, destination, security checks, customs formalities and logistical constraints.

For bespoke designs, delivery times are determined on a case-by-case basis.

Estimated delivery times do not constitute an absolute guarantee of delivery on a specific date, unless expressly agreed in a contract.

The customer's statutory rights in the event of a delay remain reserved.

8.4 Delivery address and details

The customer must provide a complete, accurate address that is accessible to the carrier.

For security reasons, ELKE BERR may refuse certain addresses, in particular PO boxes, forwarding addresses, freight forwarders or locations where secure delivery is not possible.

Deliveries to hotels, temporary accommodation or private addresses are subject to our prior approval.

8.5 Receipt and identity verification

The carrier may require a signature and, depending on the value of the product or applicable regulations, the presentation of proof of identity.

ELKE BERR may require delivery to be made only to the recipient expressly named in the order.

Delivery to a third party is only possible under conditions accepted by ELKE BERR and the carrier.

8.6 Transfer of risk

For international deliveries, risk passes upon actual delivery of the product to the Customer or designated recipient, subject to applicable mandatory legal provisions.

For deliveries within Switzerland and in other circumstances, the transfer of risk is determined by the agreed contractual terms and the applicable mandatory legal provisions.

8.7 Delay, inability to deliver and force majeure

In the event of a significant delay or an event beyond our control, ELKE BERR shall inform the customer as soon as possible and seek an appropriate solution.

Such events may include, in particular, natural disasters, conflicts, administrative decisions, customs restrictions, major transport disruptions or exceptional interruptions to logistics services.

If delivery becomes impossible, the parties shall determine the contractual consequences in accordance with the applicable law, including any rights to cancellation and refund.

8.8 Failure to take delivery or refusal to accept delivery

The customer is obliged to cooperate reasonably in the acceptance of their order.

In the event of repeated absence, unjustified refusal to accept delivery or incorrect information attributable to the customer, ELKE BERR may arrange for a new delivery or the return of the product.

Any additional costs actually incurred may be charged to the customer, to the extent permitted by law and subject to any statutory rights of withdrawal or termination of the contract.

8.9 Partial delivery

Where an order comprises several products, ELKE BERR may offer a partial delivery, subject to the customer’s consent where required.

No additional costs that have not been agreed to will be charged to the customer.

8.10 Special Instructions and Delivery Security

Given the value and nature of the jewellery, ELKE BERR may arrange for secure delivery methods, such as delivery against signature, identity verification or a scheduled delivery appointment, subject to informing the customer where necessary. Any special delivery instructions must be accepted in advance by ELKE BERR and the carrier. Delivery to a third party or a change of destination is only possible under the conditions expressly authorised and in accordance with the mandatory rules governing the transfer of risk.

9. Direct purchases and collection from the Geneva showroom

9.1 Purchases made directly at the showroom

Purchases made directly and in person at the ELKE BERR showroom in Geneva constitute sales made in Switzerland, regardless of the purchaser's nationality or place of residence.

These sales are subject to these ELKE BERR General Terms and Conditions of Sale, in particular the specific provisions relating to purchases made at the showroom, subject to any applicable mandatory legal provisions.

Purchases made directly at the showroom are final and do not carry a right of withdrawal or refund simply because the buyer has changed their mind.

9.2 Jewellery purchased as a gift at the showroom

As a gesture of goodwill, ELKE BERR may, within 14 calendar days of purchase, accept the exchange of a piece of jewellery purchased directly at the showroom and intended as a gift.

This option applies exclusively to jewellery that is not personalised, engraved or made to measure, returned in new condition, unworn, and accompanied by its original packaging, accessories and documentation.

The exchange is subject to inspection of the jewellery and the availability of the items on offer.

If an immediate exchange is not desired, ELKE BERR may offer a credit note equivalent to the original purchase price, redeemable at the boutique in accordance with the terms specified at the time of issue.

No cash refunds or refunds via the original method of payment will be granted under this policy.

The customer's statutory rights in the event of a defect or non-conformity remain fully intact.

9.3 Collection of a distance order from the showroom

For eligible orders, the customer may request to collect their purchase from the ELKE BERR showroom in Geneva.

Collection is by appointment only and subject to confirmation of the product's availability.

The exact address and practical arrangements will be provided when the appointment is confirmed.

The customer must present their order confirmation and a valid official form of identification.

Collection by a third party requires ELKE BERR's prior consent and appropriate supporting documentation.

The transfer of risk takes place upon actual handover of the product to the customer or their authorised representative, subject to mandatory legal provisions.

Collection from the showroom of an order originally placed online does not, in itself, alter the legal classification of the contract or any mandatory rights that may apply.

10. Returns policy and right of withdrawal

ELKE BERR grants a commercial right of return of **14 calendar days** from receipt of the product for eligible purchases made remotely, subject to the conditions set out below.

Purchases made directly and in person at the showroom are subject to the specific provisions of Article 9.

The provisions of this Article do not limit the rights of withdrawal provided for by the mandatory laws applicable to distance sales.

For consumers in the European Union and the United Kingdom, the specific provisions of Annex 1 supplement this Article and take precedence where applicable.

10.1 Return period

The standard return period is 14 calendar days from the day on which the customer, or the designated recipient, takes physical possession of the product.

The customer must notify their decision to return the product before the expiry of this period.

In respect of statutory rights of withdrawal, the procedures for calculation, notification and return laid down by the applicable legislation shall prevail.

10.2 Notification of return

All return requests must be sent to:

office@elkeberr.ch

The customer is asked to state their order number, contact details and the product(s) concerned.

No justification is required to exercise the right to return goods without giving a reason, where applicable.

Our team will then provide the necessary instructions to ensure the return is handled securely.

10.3 Condition of returned products

To be eligible for the right of return, products must be returned:

- In new condition, unworn and unused;
- Without any alterations or damage;
- In their original packaging;
- With any original protective coverings and labels;
- With all accessories, certificates, documents and items supplied with the product.

Returned products are subject to a quality check.

In the event of damage or failure to comply with the terms and conditions of sale, ELKE BERR may refuse the return or propose a suitable solution.

Where a statutory right of withdrawal applies, the consequences of handling or any reduction in value shall be determined in accordance with the relevant legislation.

10.4 Products excluded from the right of commercial return

The following are notably excluded:

a) Jewellery made to measure according to the customer's specifications;
b) Jewellery engraved or personalised at the customer's request;
c) Items that have undergone specific modifications requested by the customer;

d) Products which, due to their condition, can no longer be resold as new items, subject to any applicable mandatory rights.

The above exclusions do not affect the customer's statutory rights in the event of a defect or non-conformity.

10.5 Arrangements for returns

For security and insurance reasons, returns must be arranged with ELKE BERR.

The customer must not dispatch valuable jewellery without first receiving the appropriate return instructions.

The costs of commercial return postage and insurance are to be borne by the customer, unless otherwise agreed or unless there is a legal obligation requiring ELKE BERR to cover these costs.

International returns may require specific customs documents to identify the transaction as a return of goods.

The customer must follow the instructions provided and retain proof of dispatch.

The rights and obligations relating to risks during return transport are determined by the applicable terms and conditions and mandatory legislation.

10.6 Receipt and inspection

Upon receipt, ELKE BERR checks the product's identity, condition, accessories and accompanying documents.

In the event of a non-compliant return, we will contact the customer to inform them of our findings and the proposed course of action.

The customer's statutory rights remain reserved.

11. Refunds

Where a return is accepted, ELKE BERR will refund the amounts due in accordance with these Terms and Conditions and the applicable legal provisions.

For voluntary commercial returns, the refund is normally issued within **14 days of receipt and verification of the returned product**.

Where a statutory right of withdrawal applies, the mandatory refund timeframes and rules shall prevail, including any statutory options to defer the refund until the product has been received or proof of dispatch has been provided.

Refunds are normally made using the same payment method as that used for the purchase, unless expressly agreed otherwise and provided that no additional costs are incurred by the customer where required by law.

Only the original purchaser may receive the refund, unless otherwise provided for by law.

The recipient of a gift may contact ELKE BERR to discuss the options for an exchange or a credit note.

11.1 Delivery charges and taxes

Refunds for the original delivery charges, any additional costs and taxes are determined according to the nature of the return and the applicable legal provisions.

In the event of a statutory right of withdrawal, standard delivery charges are refunded where required by law.

Any additional costs resulting from the choice of a specific delivery method may remain the responsibility of the customer within the limits permitted by law.

For international DDP orders, ELKE BERR will, where applicable, arrange the customs formalities required to process the return.

Any taxes or duties that may be recoverable from the authorities are handled in accordance with the relevant customs and tax regulations.

11.2 Credit Note

With the customer's consent, a commercial refund may be replaced by a credit note redeemable with ELKE BERR, either via the online shop or at the showroom.

The issue of a credit note cannot be imposed as a substitute for a legally enforceable refund.

The terms and conditions governing the validity and use of the credit note are provided at the time of issue.

For consumers in the European Union and the United Kingdom, the specific refund rules set out in Annex 1 apply where they are mandatory.

12. Exchanges

ELKE BERR may, as a gesture of goodwill, accept the exchange of an eligible product under the same conditions and within the same timeframes as those set out for returns.

Any exchange is subject to ELKE BERR's prior approval, a quality check on the returned product and the availability of the new item.

If the new product is more expensive, the customer shall pay the difference in price.

If the new product is cheaper, the difference may be refunded or credited, depending on the agreement reached with the customer.

Personalised or made-to-measure items are excluded from this commercial option, subject to applicable legal rights.

The customer's rights to a repair, replacement or any other legal remedy in the event of a defect remain unaffected.

13. Product warranty and after-sales service

ELKE BERR pays particular attention to the quality of its creations and the choice of materials and gemstones used.

The products are covered by the applicable statutory warranty rights.

In addition, ELKE BERR provides the following commercial warranty periods, subject to the conditions detailed in the documents provided at the time of sale:

- **Paul Pogba Signature Collection in silver: one-year commercial warranty;**
- **Other ELKE BERR creations: two-year commercial warranty.**

These commercial guarantees do not reduce or replace the consumer's mandatory statutory rights, in particular where a longer period of protection is provided for by the applicable legislation.

For consumers in the European Union and the United Kingdom, the specific provisions relating to statutory guarantees set out in Annex 1 apply where they are mandatory.

13.1 Defects covered

The commercial guarantee covers defects in workmanship or materials recognised as such following an inspection of the product by ELKE BERR.

Depending on the nature of the defect, the availability of components and the applicable warranty conditions, ELKE BERR may offer a suitable repair or replacement.

Other remedies provided for by law remain reserved.

13.2 Exclusions from the commercial warranty

In particular, the commercial warranty does not cover:

- Normal wear and tear resulting from wearing the jewellery;
- Scratches, knocks, drops or accidental deformation;
- Damage resulting from improper use or maintenance;
- Damage caused by chemicals or unsuitable storage conditions;
- Modifications or repairs carried out by an unauthorised third party;
- Loss or theft of the jewellery or its components.

These exclusions do not apply where they would have the effect of depriving the customer of a mandatory statutory right.

13.3 Warranty claims

To make a claim, the customer must contact our after-sales service, providing:

- Proof of purchase;
- The product reference number, where available;
- A description of the problem encountered;
- Photographs, if possible.

ELKE BERR will then provide details on how the jewellery will be examined and, if necessary, how it can be returned securely.

Any costs associated with exercising statutory warranty rights are covered in accordance with applicable legislation.

13.4 Maintenance and repairs

ELKE BERR may offer maintenance, adjustment or repair services.

Services not covered by a warranty will, where applicable, be subject to a prior quotation.

14. Receipt, defects and damage caused during transport

The customer is advised to check the condition of the parcel and the product upon receipt.

In the event of visible damage, any irregularities, a missing item or suspicion that the parcel has been tampered with, it is recommended that:

- To report the problem to the carrier immediately, where possible;
- To keep the packaging and documents;
- Take photographs;
- To contact ELKE BERR as soon as possible.

For hidden defects, the customer is asked to inform us as soon as they are discovered.

Failure to notify us immediately does not deprive the consumer of the rights to which they are entitled under applicable law.

ELKE BERR will, depending on the circumstances, coordinate the necessary steps with the carrier and the insurer.

15. Liability

ELKE BERR undertakes to fulfil its contractual obligations with diligence and professionalism.

Our liability is determined in accordance with the applicable legal provisions.

To the extent permitted by law, ELKE BERR shall not be liable for any damage resulting from the improper use of the product, unauthorised interference or events beyond its control.

ELKE BERR shall not be held liable for delays or failure to perform arising from events beyond its control, to the extent permitted by law.

No provision of these Terms and Conditions limits or excludes any liability that cannot legally be limited or excluded, in particular in cases of wilful misconduct, gross negligence or where mandatory provisions protect the consumer.

16. Protection of personal data

ELKE BERR processes the personal data necessary for the management of enquiries, orders, payments, deliveries, appointments, warranties and after-sales services, as well as for compliance with its legal obligations.

Certain data may be disclosed to service providers involved in the fulfilment of the order, in particular providers of IT, payment, transport, insurance or customs clearance services, where this is necessary and legally permitted.

The processing of personal data is set out in detail in our **Privacy Policy**, which is available on our website.

Marketing communications and the use of non-essential cookies are governed by the applicable rules and the choices made by users.

17. Intellectual Property

The trademarks, logos, photographs, designs, models, texts, content and creative works featured on the ELKE BERR Platforms are protected by the applicable intellectual property rights.

Any unauthorised reproduction, commercial use, modification or distribution is prohibited, unless prior authorisation has been granted or a legal exception applies.

The purchase of a piece of jewellery does not transfer any intellectual property rights in its design or creation.

For bespoke orders, the rights relating to sketches, designs and models remain governed by any specific agreements entered into between ELKE BERR and the customer.

18. General provisions

18.1 Entire Agreement

These General Terms and Conditions of Sale, their applicable annexes, the specific terms expressly accepted and the contractual information confirmed at the time of the order constitute the agreement governing the sale.

18.2 Partial invalidity

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain valid to the extent permitted by law.

18.3 No Waiver

The fact that ELKE BERR does not immediately exercise a right shall not constitute a definitive waiver of that right.

18.4 Communication

Communications relating to orders may be made by email or by any other means of communication agreed with the customer.

The customer is responsible for ensuring the accuracy of their contact details.

18.5 Third-party rights

These Terms and Conditions govern the contractual relationship between ELKE BERR and the purchaser, without prejudice to the rights legally recognised to other persons.

19. Applicable law and competent jurisdiction

These Terms and Conditions are governed by Swiss law, subject to any mandatory consumer protection provisions applicable to the customer.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded to the extent permitted by law.

In the event of a dispute, ELKE BERR favours an amicable resolution.

Customers may address any complaints tooffice@elkeberr.ch .

Subject to mandatory rules on jurisdiction, in particular those applicable to contracts concluded with consumers, the competent courts shall be those of Geneva, Switzerland.

The consumer's right to bring proceedings before a court with legal jurisdiction in their country of residence remains reserved where the applicable legislation so provides.

For distance sales covered by Annex 1, the specific provisions applicable to consumers in the European Union and the United Kingdom supplement this article.

20. Customer service and contact details

For any enquiries regarding an order, payment, delivery, return, warranty or these Terms and Conditions:

ELKE BERR — Elke Berr Sàrl
Rue du Cendrier 12–14
1201 Geneva, Switzerland

Email:office@elkeberr.ch
Telephone: +41 22 310 61 10
Mobile: +41 77 211 58 87
Website: www.elkeberr.com

Geneva showroom: by appointment only.

Appendices forming an integral part of these Terms and Conditions

Appendix 1 — Specific provisions applicable to distance sales to the European Union and the United Kingdom

This annex supplements these General Terms and Conditions for transactions falling within its scope, in particular regarding pre-contractual information, the right of withdrawal, returns, refunds, statutory guarantees and dispute resolution.

It must be made available to the customer together with these Terms and Conditions prior to the completion of the relevant order.

Appendix 2 — Order Cancellation Form

This form allows the Customer to request the cancellation of an order or, where the Customer has a statutory right of withdrawal, to exercise that right.

Use of this form does not guarantee acceptance of a cancellation request and does not create any additional right of withdrawal. The provisions of these General Terms and Conditions of Sale and any applicable mandatory legal provisions remain unaffected.

ELKE BERR — Geneva
Independent jewellery house since 2003.

Maison de Joaillerie indépendante
Genève • Depuis 2003

APPENDIX 1

SPECIFIC PROVISIONS APPLICABLE TO DISTANCE SALES TO THE EUROPEAN UNION AND THE UNITED KINGDOM

ELKE BERR — Elke Berr Sàrl, Geneva, Switzerland

Last updated: November 2026

1. Purpose and scope

This annex forms an integral part of the ELKE BERR General Terms and Conditions of Sale (hereinafter the 'GTC').

It applies to distance contracts concluded with consumers residing in a Member State of the European Union or in the United Kingdom, where the mandatory consumer protection provisions of those territories apply.

This applies in particular to purchases made via the online shop www.elkeberr.com, by telephone, by email or through a remote sales adviser.

Purchases made directly and in person at the ELKE BERR showroom in Geneva constitute sales made in Switzerland. They are subject to the provisions of the main T&Cs relating to showroom purchases, subject to any mandatory legal rules that may apply.

The customer's nationality or place of residence is not, in itself, sufficient to classify a transaction as a distance sale.

In the event of any conflict between the main Terms and Conditions and this annex, the specific provisions of the latter shall prevail for sales falling within its scope, without prejudice to the consumer's mandatory rights.

2. Information provided prior to placing an order

Before concluding a distance contract, ELKE BERR shall provide the customer, in a clear and comprehensible manner, with the information required by law, in particular:

- The identity and contact details of the seller;
- The essential characteristics of the products;
- The total price, applicable taxes and charges;
- The terms of payment, delivery and performance;
- Delivery or production times;
- The existence, conditions and exceptions to the right of withdrawal;
- Returns procedures and any direct costs to be borne by the customer;
- Statutory guarantees and any commercial guarantees;
- The procedures for making complaints and resolving disputes.

The order is confirmed in a durable medium, in particular by email, in accordance with the applicable obligations.

3. Prices, currencies, import charges and taxes

For international deliveries, ELKE BERR covers shipping, transport and insurance costs, as well as administrative costs relating to customs formalities. Standard delivery is complimentary for all jewellery orders.

Any import charges and taxes applicable in the destination country are not included in the displayed price and remain payable by the Customer, subject to any applicable mandatory legal provisions. They may be charged directly by local authorities or the carrier responsible for delivery.

Before the sale is concluded, ELKE BERR informs the Customer that such charges and taxes may be payable or, where their amount cannot reasonably be calculated in advance, that this is the case, in accordance with applicable law.

Where delivery or customs clearance arrangements require adjustment, ELKE BERR informs the Customer before the sale is concluded and obtains their agreement to the proposed terms.

The consumer's mandatory rights concerning delivery, delivery periods and the transfer of risk remain unaffected.

4. Statutory right of withdrawal

Subject to the exceptions provided for by applicable legislation, the consumer has a period of **14 calendar days** to withdraw from a distance selling contract, without having to give any reason for their decision.

For a sale involving a single product, the period generally begins on the day after the consumer, or a designated third party other than the carrier, takes physical possession of the product.

In the case of delivery of several products ordered together but delivered separately, or of split deliveries, the specific rules for calculating the period set out in the applicable legislation shall apply.

The consumer may exercise their right of withdrawal by sending a clear and unambiguous written statement to:**office@elkeberr.ch** or, where available, using the online withdrawal form provided by ELKE BERR.

They may use the form set out in Annex 2, although its use is not mandatory.

The notice must be sent before the expiry of the statutory time limit.

Where the applicable legislation imposes additional information requirements or provides for an extension of the time limit due to insufficient information, those provisions shall prevail.

5. Exceptions to the right of withdrawal

The statutory right of withdrawal does not apply to products covered by a legally recognised exception, in particular jewellery made to the consumer's individual specifications or clearly personalised.

This may include, in particular, jewellery made to measure or engraved at the customer's request, provided that the legal conditions for the exception are effectively met.

A standard collection piece, a limited edition or an existing one-off item is not automatically excluded from the statutory right of withdrawal solely on the grounds of its rarity or exclusive nature.

Exceptions to the right of withdrawal do not affect the consumer's statutory rights in the event of a defect or lack of conformity.

6. Return procedures

Where the consumer validly exercises their statutory right of withdrawal, they must return or hand over the product within 14 days of notifying their decision, unless ELKE BERR offers to collect it or a different mandatory rule applies.

For security and insurance reasons, the consumer is advised to contact ELKE BERR before dispatching the goods in order to obtain the necessary instructions for organising the return.

The direct costs of returning the goods shall be borne by the consumer where the consumer has been duly informed of this prior to the conclusion of the contract and where permitted by applicable legislation.

The consumer must take all reasonable precautions to protect the jewellery during transit and retain proof of dispatch.

The return process, particularly for high-value jewellery, must comply with the legal rules relating to the risks and liabilities of the parties.

7. Condition of products and reduction in value

The consumer may examine and handle the product to the extent necessary to ascertain its nature, characteristics and functioning, as they might reasonably do in a shop.

Handling the product beyond what is necessary may render the consumer liable for any reduction in the product's value, in accordance with the conditions set out in the applicable legislation.

ELKE BERR may request the return of the original packaging, certificates and accessories in order to facilitate the identification, safeguarding and verification of the jewellery.

However, the absence of the original packaging or the opening of a parcel does not automatically invalidate a statutory right of withdrawal where such a right applies.

8. Refund in the event of a statutory right of withdrawal

In the event of a valid statutory withdrawal, ELKE BERR shall refund the sums legally due within a maximum of 14 days from the date on which it is informed of the consumer's decision.

Where permitted by law, ELKE BERR may defer the refund until the goods have been returned or until the consumer has provided proof of their dispatch, whichever occurs first.

The refund includes standard delivery charges where their reimbursement is required by law.

Any additional costs resulting from the choice of a delivery method more expensive than the standard method offered may not be refunded, subject to the limits laid down by law.

The refund will be made using the same payment method as that used for the original transaction, unless the consumer expressly agrees otherwise, and at no additional cost to the consumer where required by law.

A credit note may not be imposed in lieu of a refund that is legally due.

9. Exchanges

ELKE BERR may offer an exchange, subject to product availability and the conditions set out in the main Terms and Conditions of Sale.

This option neither replaces nor limits the statutory right of withdrawal.

The consumer remains free to exercise the rights granted to them by the applicable legislation.

10. Statutory and commercial guarantees

Jewellery sold by ELKE BERR is covered by the mandatory statutory guarantees applicable in the relevant country, where such rules govern the transaction.

European Union

Consumers are, in principle, entitled to a statutory guarantee of conformity for a minimum period of two years, subject to the applicable national rules, which may provide for more extensive protection.

In the event of non-conformity, the rights to repair, replacement, a price reduction or termination of the contract are determined by the applicable legislation.

United Kingdom

Consumer rights relating to products that are faulty, do not conform to their description or do not meet the legally required quality standards are governed, in particular, by the Consumer Rights Act 2015.

The remedies, time limits and applicable conditions are determined by the relevant UK provisions, which may differ from European Union rules.

ELKE BERR Commercial Warranties

The one-year commercial guarantees for silver products in the Paul Pogba Signature collection and the two-year guarantees for other creations constitute additional commitments, subject to the guarantee terms communicated to the customer.

They neither limit nor replace mandatory statutory rights.

11. Delivery, Delay and Transfer of Risk

Products are delivered within the agreed timeframes or, failing that, in accordance with the conditions and timeframes set out in the applicable legislation.

In the event of a delay, the consumer is entitled to the remedies provided for by law, in particular the option to request delivery within a reasonable additional period or, in the circumstances provided for by law, to terminate the contract.

Mandatory consumer protection rules relating to the transfer of risk take precedence over any contrary contractual provision, including where Incoterms are used to organise delivery.

12. Complaints and dispute resolution

Any complaints may be addressed to:

ELKE BERR — Elke Berr Sàrl
Rue du Cendrier 12–14
1201 Geneva, Switzerland
office@elkeberr.ch
+41 22 310 61 10

ELKE BERR favours the amicable resolution of disputes.

The main Terms and Conditions and this annex are governed by Swiss law, without depriving the consumer of the protection afforded by the mandatory provisions applicable to them.

Mandatory rules relating to jurisdiction, remedies and dispute resolution procedures remain reserved.

13. Protection of personal data

Consumers' personal data is processed in accordance with ELKE BERR's Privacy Policy and applicable legislation, in particular the Swiss Federal Data Protection Act, the GDPR where applicable, and the relevant UK regulations.

14. Final provisions

This annex supplements the main Terms and Conditions and shall not be construed as limiting the consumer's mandatory rights.

Provisions not expressly amended by this annex remain applicable.

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APPENDIX 2

ORDER CANCELLATION FORM

ELKE BERR — Elke Berr Sàrl, Geneva, Switzerland

This form allows the Customer to request the cancellation of an order or, where the Customer has a statutory right of withdrawal, to exercise that right.

Use of this form does not guarantee acceptance of a cancellation request and does not create any additional right of withdrawal. The provisions of these General Terms and Conditions of Sale and any applicable mandatory legal provisions remain unaffected.

Addressee: Elke Berr Sàrl · Rue du Cendrier 12–14 · 1201 Geneva · Switzerland
Email: office@elkeberr.ch

I hereby submit a request to cancel the order identified below, in accordance with ELKE BERR's General Terms and Conditions of Sale:

Product(s) concerned	
Order number	
Order date	
Order confirmation date	
Purchaser's full name	
Postal address	
Email address	
Telephone or mobile	
Date of cancellation request	
Signature (only if sent on paper)	

Submission and confirmation of the request
Send this form by email to **office@elkeberr.ch** or by post to the address given above.

ELKE BERR will acknowledge receipt of the request and inform the Customer in writing of the outcome and the applicable arrangements, in accordance with the General Terms and Conditions of Sale.

Important: All cancellation requests are subject to the conditions set out in ELKE BERR's General Terms and Conditions of Sale. Orders for bespoke or personalised items may only be cancelled with ELKE BERR's prior written consent, in accordance with clause 5.1 of the General Terms and Conditions of Sale.

The consumer's mandatory statutory rights, in particular the right of withdrawal where applicable, remain fully intact.