

Terms and Conditions

1. Introduction

When you purchase our Products, you agree to all of these terms and conditions. These terms and conditions are an agreement and we may update this agreement.

We are Shere Khan Youth Protection, a Swiss association, with registered address at Route de Suisse 11, 1297 Founex, Switzerland ("**Shere Khan**", "**we**", "**us**", "**our**" or "**ourselves**"). We operate an online shop ("**Shop**") accessible at <www.sherekhanyouthprotection.com> ("**Website**") selling various products ("**Products**").

These Terms and Conditions ("**Terms**") govern the legal relationship arising between Shere Khan and the buyer ("**Buyer**", "**you**", "**your**", or "**yourself**") upon the placement of an order ("**Order**") to purchase our Products. The use of the Shop and of the Website are governed by the Terms of use available [here](#).

We may change the Terms at any time. Your Order and legal relationship with Shere Khan will be governed by the Terms available on the Website at the time of placement of your Order.

By clicking on "I accept", or otherwise by placing an Order in the Shop, you agree to be bound by these Terms. If you do not agree to these Terms, or if you do not wish to be bound by them, you must not place any Order nor otherwise purchase any of our Products in the Shop. Please read these Terms carefully as they contain important information and affect your rights and obligations towards Shere Khan.

2. Conditions of Purchase

You are eligible to purchase Products in our Shop if you are old enough to enter into an agreement.

To purchase Products, you must be over 18 years old or have the consent of your legal representative. However, if the applicable law requires you to be older in order for us to sell you the Products (including but not limited to using your personal data) then the minimum age to purchase Products is such older age.

Placing an Order with false information is a violation of our Terms, including orders on behalf of others or persons that do not fulfil the conditions.

In addition to the above, we may restrict, suspend or prohibit the use of the Shop by anyone at our discretion, as may be further set out in our Terms of Use available [here](#).

3. Placing an Order

You can place an Order to purchase Products in our Shop.

Placing an Order in our Shop follows the following steps:

- Selection of the Products you would like to purchase.
- Validation of the Products in your cart.
- Filling out your billing and shipping information.
- Accepting the Terms & Conditions.

- Choice of the payment method.
- Placing of the Order and payment.

Shere Khan confirms this Order by sending an e-mail, and reserves the right, at its entire discretion and without incurring and form of liability or financial penalty, to cancel it, for example in the event of a failed payment, breach of these Terms, inaccurate, insufficient or inappropriate billing/shipping information, stock shortage, inability or considerable difficulty to deliver or ship the Products, or unavailability of the desired Product.

4. Prices and Payment

The prices indicated in the Shop are in Swiss francs, VAT included. The price of the Products excludes delivery costs, customs, additional taxes and any other transaction fees that may arise.

The price charged for the Products ("**Price**") and payment terms will be the price and payment terms in effect at the time of placement of the Order, as indicated in the Shop. We reserve the right to modify the Price and the payment terms at any time.

Online payments can be made by the payment means as indicated in our Shop.

Your purchase may be subject to foreign exchange fees or differences in prices based on your location (e.g. exchange rates). The Prices are exclusive of the delivery costs, customs, duties, taxes (other than VAT), payment or transfer charges and any other transaction fees to be paid to a third party (e.g. credit card issuer), as applicable (**Fees**). The Fees are the Buyer's responsibility and will not be borne by us so that the Price shall be paid in full by Buyer without any deduction or reduction whatsoever.

We reserve the right to suspend the delivery of the Products in the event of non-payment or partial payment of a previous or current Order. Any rights or title to the Product (including but not limited to right to claim delivery) remain with us and do not pass to the Buyer until the Price for such Product has been paid in full by Buyer.

Price is due immediately upon placement of an Order. All amounts overdue under these Terms shall accrue interests at the statutory rate of 5% per year.

Buyer's right to set off under applicable laws is hereby entirely excluded.

5. Delivery and Transfer or Risk

The Products will be shipped to upon receipt of the payment of the Price pursuant to section 4 of these Terms and applicable delivery costs. All risks relating to the Products, including but not limited to all risks of loss, damage, or destruction of the Products shall pass to the Buyer upon handover of the Products to the carrier.

Shere Khan will send the purchased Products by post or courier as soon as possible upon receipt of the payment of the Price and applicable delivery costs. Applicable delivery costs may include shipping and packaging costs and are displayed at the moment of confirmation of the Order.

Products to be delivered in Switzerland are generally delivered within ten (10) business days from the reception of the Order. Delivery times may be longer in the event of unforeseen circumstances, such as stock shortage or incorrect delivery addresses.

Deliveries outside of Switzerland may take longer and are subject to the delivery times and availability of the shipping carrier. We do not guarantee to take Orders for delivery outside Switzerland, nor to deliver Products outside Switzerland and reserve the right not to take and/or to cancel any such Order at our sole discretion. In the event of a cancellation, we will notify you and provide details regarding the cancellation process, including any refunds (after deduction of our costs), as may be applicable.

You acknowledge and accept that under no circumstances may a delay in delivery give rise to a reduction in the Price or any other form of liability from Shere Khan. Shere Khan excludes all liability for any damages arising from late delivery or unavailability of the Products. In such cases, you expressly waive any statutory, legal and contractual remedies available to you, including but not limited to those provided for in art. 102 ff of the Swiss Code of Obligations.

You also understand and accept that Shere Khan shall not bear any liability whatsoever in case of loss or wrong delivery of the Products in case you indicated an inaccurate or wrong address of delivery of the Products when placing an Order.

You acknowledge and accept that all risks relating to the Products, including but not limited to all risks of loss, damage, or destruction of the Products shall pass to the Buyer upon handover of the Products to the carrier or postal agent of our choice, as applicable, for delivery to the Buyer.

6. Right of Withdrawal – Return Policy

You have a right to withdraw and return the Products you have purchased in our Shop pursuant to the terms below.

Shere Khan puts an emphasis on sustainability and therefore encourages minimising returns whenever possible. However, you have a period of 14 calendar days from the delivery date to exercise your right of withdrawal, without having to justify your decision or pay any penalty. In order to exercise your right, you need to fill out the following form and send it to info@sherekhan.org within the aforementioned delay.

I hereby give notice of my withdrawal from the contract for the sale of the product below:	
Name (first name, surname)	
Billing address	
Description of product	
Ordered on	
Delivered on	
Order number	
Date	

Once you have communicated your decision to exercise your right of withdrawal, you have a further 14 calendar days to return the Products concerned by the withdrawal at your own cost to the following address Shere Khan Youth Protection, route de Suisse 11, 1297 Founex, Switzerland.

Returned Products must be unused, in sellable condition and in their original packaging as detailed below to qualify for a full refund:

- **Packaging:** all returned Products must be properly packaged as received. The packaging must be undamaged, uncrushed, and not used as shipping boxes.
- **Tags and protective films:** any protective films, security, and identification tags must be intact and attached to the returned Products.
- **Conditions for rejection:** we will not accept returned Products if:
 - o Delivery incurs additional taxes, duties, or fees for Shere Khan at the time of delivery, or requires pickup from a courier office.

- Products are marked, tagged, damaged, scratched, or dented.
 - Products are missing original accessories, components, protective films/packaging, labels, or instructions.
 - Products are not the ones the Buyer purchased (wrong or substituted Products).
- **Return eligibility:** returns will only be accepted if all the above terms and conditions are met.

Returns may take up to ten (10) to fifteen (15) business days to process. You are responsible for ensuring to use a shipping carrier with tracking or proof of delivery for returns, as we are not responsible for lost or damaged returns.

We do not refund shipping, tax, and duties costs.

7. Legal Warranty for Defects

The Products are protected by a warranty for defects as provided under the terms below.

All of our Products are covered by the legal warranty for defects under the Swiss Code of Obligations. If the Product received presents a defect, the Buyer must immediately give notice to Shere Khan by sending an e-mail to info@sherekhan.org, however no later than two (2) calendar days after delivery of the Product. After this period, the Products will be considered to be accepted by Buyer as is regardless of any defect. In case of Product defect reported by Buyer pursuant to these Terms, Shere Khan shall remedy such defect in accordance with Swiss substantive laws, however Shere Khan is not required to repair the defective Product.

Shipping, tax and duties costs are to be borne by the Buyer.

Shere Khan shall bear no liability for defects resulting from wear and tear, improper handling, commercial use, damage caused by external influences, damage caused during delivery, the use of third-party spare parts or interventions by third parties and/or the Buyer.

8. Limitation of Liability

These are the limits of our legal liability.

When executing these Terms, Shere Khan shall apply ordinary business diligence. We will only be liable to you for direct losses caused by fraudulent, intentional or grossly negligent breaches by our organs of our obligations under these Terms.

Shere Khan will, in particular, not be liable for:

- (a) Damages arising from the access to and use, or any hindrance to the access and use, of the Shop;
- (b) Damages resulting from our lawful actions under applicable law and/or these Terms;
- (c) Damages caused in the event of extraordinary circumstances beyond our reasonable control, which we may determine at our reasonable discretion, and affecting all or part of our operations and/or obligations hereunder, including "acts of God" and cases of force majeure.

Shere Khan will under no circumstances be liable for indirect or consequential damages, special, incidental or punitive damages, damages related to third-party interactions, lost profits, loss of data or loss of use. Shere Khan will not bear any liability for damages caused by your failure to mitigate any damages, in particular by failing to take immediate measures to prevent potential damages or to reduce existing or foreseeable damages.

9. Indemnification

You are responsible for compliance with these Terms and applicable law.

You hereby agree to hold harmless, release, and indemnify us, our affiliates, officers and employees, against and from any damages, costs, and any commitments that they may sustain or incur as a result of or in relation to (i) any breach by you of these Terms, (ii) any breach by you of the applicable law, and/or (iii) any incorrect, incomplete and/or misleading information provided by you; in all cases even in the absence of any fault, negligence or wrongdoing attributable to you.

The indemnification under this section will be in addition to any other right, indemnity, claim or remedy which may be available to us under the Terms or applicable law.

10. Personal data

You understand that we need to collect and process some of your personal data to process your Order in our Shop. We care about your personal data, the handling of which is subject to our Privacy Policy.

When you visit the Shop and purchase our Products, we collect and process your personal data provided to us. In particular, when you place an Order in the Shop, we collect and process your first name, surname, e-mail address, billing address, shipping address, telephone number, payment details and any other information about you that you share with us.

You can check our Privacy Policy to have further details about the way we process your personal data by clicking [here](#). Our Privacy Policy may be updated from time to time.

11. Miscellaneous

Breach of these Terms. We reserve the right, at our entire discretion and without incurring any form of liability or financial penalty, not to sell, deliver or otherwise provide you the Products for which you have placed an Order in case of breach of applicable laws or of these Terms on your part.

Severability. Should any provision of these Terms or any part thereof be illegal, invalid or unenforceable in any manner whatsoever, this will not affect the legality, validity or enforceability of the remaining provisions of these Terms and any part thereof, and such illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable alternative that comes as close as possible to the purpose of the affected provision. If a provision of these Terms or any part thereof becomes illegal, invalid or unenforceable because of a law or regulation enacted or adopted hereafter, the affected provision will be deemed modified or superseded, as the case may be, by the applicable provisions of such law or regulation.

Assignment. You may not assign any of your rights and obligations under these Terms (or any part thereof) without our prior written consent.

No waiver. Should we fail to enforce or exercise or experience a delay in enforcing or exercising any of our rights under these Terms, such failure will not be construed as constituting a waiver of such rights, nor will it compromise any enforcement or exercise of such rights, whether now or in the future.

Applicable law. These Terms, and any disputes or claims arising out of or in connection with them or their subject matter or formation (including but not limited to non-contractual disputes or claims), are governed by and construed in accordance with Swiss substantive law, excluding its conflict or laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

Jurisdiction. All disputes arising out of or in connection with these Terms, including but not limited to disputes on its conclusion, interpretation, performance, binding effect, amendment and termination,

shall be referred to the ordinary courts competent at the registered office of Shere Khan in canton of Vaud, Switzerland.

12. How to Contact us

For general inquiries, you may contact us at info@sherekhan.org.