

# Distance Selling Contract

## 1.PARTIES

This Agreement has been signed between the following parties within the framework of the terms and conditions set forth below.

1. 'BUYER'; (hereinafter referred to as "BUYER" in the contract)

NAME SURNAME:

ADDRESS:

2. 'SELLER' ; (hereinafter referred to as "SELLER" in the contract)

NAME SURNAME:

ADDRESS:

By accepting this contract, the BUYER accepts in advance that if the subject of the contract approves the order, it will be under the obligation to pay the price of the order and the additional fees, if any, such as shipping fee and tax, and that it has been informed about this issue.

## 2.DEFINITIONS

In the application and interpretation of this contract, the terms written below shall express the written explanations against them.

MINISTER: Minister of Customs and Trade,

MINISTRY: Ministry of Customs and Trade,

LAW: Law on Consumer Protection No. 6502,

REGULATION: Distance Contracts Regulation (RG:27.11.2014/29188)

SERVICE: The subject of any consumer transaction other than the supply of goods made or promised to be made in return for a fee or benefit,

SELLER: The company that offers goods to the consumer within the scope of its commercial or professional activities or acts on behalf of or on behalf of the supplier,

BUYER: The natural or legal person who acquires, uses or benefits from a good or service for commercial or non-professional purposes,

SITE: The website of the SELLER,

ORDERING PERSON: The natural or legal person who requests a good or service through the website of the SELLER,

PARTIES: SELLER and BUYER,

AGREEMENT: This contract concluded between the SELLER and the BUYER,

GOODS: It refers to the movable goods that are the subject of shopping and the software, sound, image and similar intangible goods prepared for use in the electronic environment.

### **3.SUBJECT**

This Agreement regulates the rights and obligations of the parties in accordance with the provisions of the Law No. 6502 on the Protection of the Consumer and the Regulation on Distance Contracts regarding the sale and delivery of the product, the qualities and sales price of which are specified below, which the BUYER has placed an order electronically on the website of the SELLER.

The prices listed and announced on the site are the sales price. Advertised prices and promises are valid until updated and changed. Prices announced for a period of time are valid until the end of the specified period.

### **4. SELLER INFORMATION**

Title

Address

Telephone

Fax

Email

### **5. BUYER INFORMATION**

Person to be delivered

Delivery address

Telephone

Fax

Email/username

### **6. ORDERING PERSON INFORMATION**

Name/Surname/Title

Address

Telephone

Fax

Email/username

## 7. CONTRACT SUBJECT PRODUCT/PRODUCTS INFORMATION

**7.1.** The basic features of the Good/Product/Products/Service (type, quantity, brand/model, color, number) are published on the website of the SELLER. If the campaign is organized by the seller, you can examine the basic features of the relevant product during the campaign. Valid until the special offer date.

**7.2.** The prices listed and announced on the site are the sales price. Advertised prices and promises are valid until updated and changed. Prices announced for a period of time are valid until the end of the specified period.

**7.3.** The sales price of the goods or services subject to the contract, including all taxes, is shown below.

Product Description	Quantity	Unit Price	Subtotal (VAT Included)
Shipping Fee			
<b>Total :</b>			

Payment Method and Plan

Delivery address

Person to be delivered

Billing address

Order date

Delivery date

Delivery method

**7.4.** The rules specified on the SELLER's website will be applied for the shipping fee, which is the product shipping cost.

## **8. BILLING INFORMATION**

Name/Surname/Title

Address

Telephone

Fax

Email/username

Invoice delivery: The invoice will be delivered to the invoice address at the time of order delivery, together with the order or as an online invoice.

## **9. GENERAL PROVISIONS**

**9.1.** The BUYER accepts, declares and undertakes that he has read the preliminary information about the basic characteristics, sales price, payment method and delivery of the product subject to the contract on the website of the SELLER and that he is informed and gives the necessary confirmation in the electronic environment. Before the BUYER confirms the delivery conditions electronically and the distance sales contract is established; The SELLER accepts, declares and undertakes that it has obtained the address to be given to the BUYER, the basic features of the ordered products, the price of the products including taxes, payment and delivery information accurately and completely.

**9.2.** Each product subject to the contract is delivered to the BUYER or the person and/or organization at the address indicated by the BUYER, within the period specified in the delivery conditions section of the website, depending on the distance from the BUYER's place of residence, provided that it does not exceed the legal period of 30 days. If the product cannot be delivered to the BUYER within this period, the BUYER reserves the right to terminate the contract.

**9.3.** The SELLER accepts, declares and undertakes the following: To deliver the product subject to the contract in full, in accordance with the qualifications specified in the order, and with the information and documents required for the job, if any, with warranty documents, user manuals, to carry out the work in accordance with the principles of honesty and integrity, in accordance with the standards, in accordance with the legal regulations, free from all kinds of defects, to maintain and increase the service quality, to show the necessary care and attention during the performance of the work, to act with prudence and foresight.

**9.4.** The SELLER may supply a different product of equal quality and price, by informing the BUYER and by obtaining its explicit approval, before the contractual performance obligation expires.

**9.5.** The SELLER accepts, declares and undertakes that if it is impossible to fulfill the product or service subject to the order, it will notify the consumer in writing within 3 days from the date of learning of this situation and return the total price to the BUYER within 14 days.

**9.6.** The BUYER accepts, declares and undertakes that he/she will confirm this Agreement electronically for the delivery of the product subject to the contract, and in case the contract product price is not paid and/or canceled in the bank records for any reason, the SELLER's obligation to deliver the contract product will end.

**9.7.** In the event that the contract product price is not paid to the SELLER by the relevant bank or financial institution as a result of the unfair use of the BUYER's credit card by unauthorized persons after the delivery of the product subject to the contract to the person and/or organization at the address indicated by the BUYER or the BUYER; The BUYER accepts, declares and undertakes to return the product subject to the contract to the SELLER within 3 days at the SELLER's cost of transportation.

**9.8.** The SELLER accepts, declares and undertakes to notify the BUYER if the product subject to the contract cannot be delivered within the period due to force majeure situations such as the occurrence of unforeseen circumstances that prevent and / or delay the fulfillment of the debts of the parties, which are beyond the will of the parties. The BUYER also has the right to request from the SELLER to cancel the order, replace the product subject to the contract with its precedent, if any, and/or delay the delivery period until the obstacle is removed. In case the order is canceled by the BUYER, the product amount is paid to him in cash and in full within 14 days in the payments made by the BUYER in cash. In the payments made by the BUYER by credit card, the product amount is returned to the relevant bank within 14 days after the order is canceled by the BUYER. The average process of reflecting the amount returned to the credit card by the SELLER to the BUYER's account by the bank may take 2 to 3 weeks. The BUYER accepts, declares and undertakes that it cannot hold the SELLER responsible for possible delays.

**9.9.** The SELLER has the right to reach the BUYER for communication, marketing, notification and other purposes by letter, e-mail, SMS, telephone call and other means through the address, e-mail address, fixed and mobile phone lines and other contact information specified by the BUYER in the registration form on the site or updated by the BUYER later. By accepting this contract, the BUYER accepts and declares that the SELLER may engage in the above-mentioned communication activities.

**9.10.** The BUYER shall inspect the contracted goods/services before receiving them. The courier company will not receive dented, broken, torn packaging, etc. damaged and defective goods/services. The received goods/services shall be deemed to be undamaged and intact. The responsibility of carefully protecting the goods/services after delivery belongs to the BUYER. If the right of withdrawal is to be used, the goods/services should not be used. The invoice must be returned.

**9.11.** If the BUYER and the credit card holder used during the order are not the same person, or if a security vulnerability is detected regarding the credit card used in the order before the product is delivered to the BUYER; The SELLER may request from the BUYER to present the identity and contact information of the credit card holder, the statement of the

previous month of the credit card used in the order, or a letter from the bank of the card holder stating that the credit card belongs to him. The order will be frozen until the BUYER provides the information/documents subject to the request, and if the aforementioned demands are not met within 24 hours, the SELLER has the right to cancel the order.

**9.12.** The BUYER declares and undertakes that the personal and other information provided while subscribing to the website belonging to the SELLER are true, and that the SELLER will immediately, in cash and in advance, indemnify all losses incurred by the SELLER due to the untruthfulness of this information.

**9.13.** The BUYER accepts and undertakes from the beginning to comply with the provisions of the legal legislation and not to violate them when using the website of the SELLER. Otherwise, all legal and penal liabilities to arise will bind the BUYER completely and exclusively.

**9.14.** The BUYER may not use the SELLER's website in any way that disrupts public order, violates public morality, disturbs and harass others, for an unlawful purpose, infringing on the material and moral rights of others. In addition, the member cannot engage in activities (spam, virus, trojan horse, etc.) that prevent or make it difficult for others to use the services.

**9.15.** Links to other websites and/or other content that are not under the control of the SELLER and/or owned and/or operated by other third parties may be given over the website of the SELLER. These links are provided for the purpose of providing ease of orientation to the BUYER and do not support any website or the person operating that site and do not constitute any guarantee for the information contained in the linked website.

**9.16.** The member who violates one or more of the articles listed in this contract will be personally and criminally responsible for this violation and will keep the SELLER free from the legal and penal consequences of these violations. In addition, if the incident is referred to the legal field due to this violation, the SELLER reserves the right to claim compensation against the member for non-compliance with the membership agreement.

## **10. RIGHT OF WITHDRAWAL**

**10.1.** In the event that the distance contract is related to the sale of goods, the BUYER can use its right to withdraw from the contract by rejecting the goods without any legal or criminal responsibility and without giving any reason, provided that the SELLER is notified within 7 (seven) days from the date of delivery of the product to him or the person/organization at the address indicated. In distance contracts related to service provision, this period starts from the date of signing the contract. Before the expiry of the right of withdrawal, the right of withdrawal cannot be exercised in the service contracts where the performance of the service has started with the approval of the consumer. The costs arising from the use of the right of withdrawal belong to the SELLER. By accepting this contract, the BUYER accepts in advance that he has been informed about the right of withdrawal.

**10.2.** In order to exercise the right of withdrawal, the SELLER must be notified in writing by registered mail, fax or e-mail within 7 (seven) days and the product has not been used within the framework of the provisions of the "Products for which the Right of Withdrawal cannot be exercised" regulated in this contract. If this right is exercised,

**a)** The invoice of the product delivered to the 3rd person or the BUYER, (If the invoice of the product to be returned is corporate, it must be sent with the return invoice issued by the

institution when returning it. Order returns whose invoices are issued on behalf of the institutions cannot be completed unless a RETURN INVOICE is issued.)

**b)** return form,

**c)** The products to be returned must be delivered complete and undamaged, together with the box, packaging and standard accessories, if any.

**d)** The SELLER is obliged to return the total price and the documents that put the BUYER under debt to the BUYER within 5 days at the latest from the receipt of the withdrawal notification and to return the goods within 14 days.

**e)** If there is a decrease in the value of the goods due to the BUYER's fault or if the return becomes impossible, the BUYER is obliged to compensate the SELLER's losses at the rate of the BUYER's fault. However, the BUYER is not responsible for the changes and deteriorations that occur due to the proper use of the goods or products within the period of the right of withdrawal.

**f)** In case of falling below the campaign limit amount set by the SELLER due to the exercise of the right of withdrawal, the discount amount used within the scope of the campaign will be cancelled.

## **11. PRODUCTS THAT CANNOT BE SUBJECT TO RIGHT OF WITHDRAWAL**

The right of withdrawal cannot be exercised for the following products: Underwear, swimwear and bikini bottoms, make-up materials, disposable products, which are prepared in line with the BUYER's request or clearly personal needs and are not suitable for return, Goods that are in danger of spoiling quickly or that are likely to expire, If the package is opened by the BUYER after delivery to the BUYER, the products that are not suitable for return in terms of health and hygiene, Products that are mixed with other products after delivery and cannot be separated due to their nature, Goods related to periodicals such as newspapers and magazines, other than those provided under the subscription agreement, Services performed instantly in electronic environment or intangible goods delivered instantly to the consumer, in the event that audio or video recordings, books, digital content, software programs, data recording and data storage devices, computer consumables, packaging have been opened by the BUYER. In addition, before the expiry of the right of withdrawal, it is not possible to exercise the right of withdrawal regarding the services that have been started with the approval of the consumer, as per the regulation. In order to return cosmetics and personal care products, underwear products, swimwear, bikinis, books, copyable software and programs, DVD, VCD, CD and cassettes and stationery consumables (toner, cartridge, tape, etc.); their packaging must be unopened, untested, intact and unused.

## **12. STATUS OF DEFAULT AND LEGAL CONSEQUENCES**

The BUYER accepts, declares and undertakes that he will pay interest and be liable to the bank within the framework of the credit card agreement between the cardholder bank and the bank in case of default in the case of making the payment transactions with a credit card. In this case, the relevant bank may take legal action and claim the costs and attorney's fees from the BUYER, and in any case, the BUYER accepts, declares and undertakes that it will

pay the SELLER's loss and damage due to the delayed performance of the debt, in case the BUYER defaults due to its debt.

### **13. AUTHORIZED COURT**

**Complaints and objections in disputes arising from this contract**, consumer problems in the place of residence of the consumer or where the consumer transaction is made, within the monetary limits specified in the law below, shall be made to the arbitral tribunal or the consumer court. Information on the monetary limit is below:

Effective from 22/12/2022:

- a) To district consumer arbitration committees in disputes whose value is less than 2,000,00 (two thousand) TL in accordance with Article 68 of the Law No. 6502 on the Protection of Consumers,
- b) Provincial consumer arbitration committees in disputes with a value less than 3,000,00 (three thousand) TL,
- c) In the provinces with metropolitan status, applications are made to the provincial consumer arbitration committees in disputes between 2,000,00 (two thousand) TL and 3,000,00 (three thousand) TL.

This Agreement is made for commercial purposes.

### **14. FORCE**

When the BUYER makes the payment for the order placed on the Site, it is deemed to have accepted all the terms of this contract. The SELLER is obliged to make the necessary software arrangements to obtain confirmation that this contract has been read and accepted by the BUYER on the site before the order is fulfilled.

SALES PERSON:

BUYER:

DATE: