

DISTANCE SELLING CONTRACT

ARTICLE 1 - PARTIES TO THE CONTRACT

SELLER

NAME: [...]
ADDRESS: [...]
PHONE: [...]
WEBSITE: [...]
EMAIL: [...]

Hereinafter referred to as the SELLER.

BUYER

FULL NAME / COMPANY NAME: [...]
ADDRESS: [...]
PHONE: [...]
EMAIL: [...]

Hereinafter referred to as the BUYER.

ARTICLE 2 - SUBJECT OF THE CONTRACT

The subject of this contract is the sale and delivery of the goods/services, which have the characteristics mentioned in the contract and the sales price specified, that the BUYER has ordered from the SELLER's website ([...]) through electronic means or by calling the phone number [...], in accordance with the provisions of Turkish Law No. 4077 on the Protection of Consumers and the Regulation on Distance Contracts Application Principles and Procedures. The purpose is to determine the rights and obligations of the parties. The BUYER declares and acknowledges that they are informed about the basic qualities of the goods/services subject to the sale, the sales price, payment method, delivery conditions, etc., as well as the right of withdrawal, and that they have confirmed these preliminary information electronically before placing the order for the goods/services in accordance with the provisions of this contract. The preliminary information and invoice provided on the payment page of the website ([...]) are integral parts of this contract.

ARTICLE 3 - CONTRACT DATE

This contract, consisting of two copies, previously signed by the SELLER, has been signed and accepted by the BUYER on the date of [...]. One copy of the contract will be sent to the BUYER's email address.

ARTICLE 4 - DELIVERY OF GOODS/SERVICES, PLACE OF PERFORMANCE, AND DELIVERY METHOD

The goods/services will be delivered to the person/organization named [...] at the address requested for delivery by the BUYER: [...]

ARTICLE 5 - DELIVERY EXPENSES AND PERFORMANCE

The delivery expenses shall be borne by the BUYER. If the SELLER declares that they will cover the delivery fee for purchases exceeding the amount specified on the website, then the delivery expenses shall be borne by the SELLER. The delivery will be made as soon as possible, subject to the availability of stock and the transfer of the payment amount to the SELLER's account. The SELLER shall deliver the goods/services within 30 (thirty) days from the date of the order and reserves the right to extend this period by an additional 10 (ten) days through written notification. If the payment for the goods/services is not made or is canceled in the bank records for any reason, the SELLER shall be deemed relieved of the obligation to deliver the goods/services.

ARTICLE 6 - DECLARATIONS AND UNDERTAKINGS OF THE BUYER

Before accepting the delivery of the goods/services, the BUYER shall inspect for any damages, defects, or flaws such as dents, breakage, torn packaging, etc. The BUYER shall not accept damaged or defective goods/services from the courier company. The received goods/services will be considered undamaged and in good condition. After the delivery, the BUYER is responsible for carefully preserving the goods/services. The invoice must be returned. If, after the delivery of the goods/services, the relevant bank or financial institution fails to pay the SELLER the price of the goods/services due to the unauthorized and unlawful use of the BUYER's credit card, which is not attributable to the fault of the BUYER, the BUYER shall be obliged to return the goods/services to the SELLER within 3 (three) days upon being delivered to the BUYER. In such a case, the delivery expenses shall be borne by the BUYER.

ARTICLE 7 - DECLARATIONS AND UNDERTAKINGS OF THE SELLER

The SELLER is responsible for delivering the goods/services specified in the contract in a sound and complete manner, and in compliance with the qualities indicated in the order. Furthermore, if applicable, the SELLER is accountable for providing any warranty documents and user manuals. If the goods/services subject to the contract are to be delivered to a person/organization other than the BUYER, the SELLER cannot be held responsible for the refusal of acceptance by the recipient. Upon receipt of the withdrawal statement, the SELLER shall refund the price of the goods/services and, if applicable, return any valuable documents within 7 (seven) days. The SELLER shall accept the return of the goods/services within 20 (twenty) days. In justified cases, the SELLER may provide the BUYER with an equivalent quality and price of the goods/services before the expiration of the performance period specified in the contract. If the SELLER believes that the performance of the contract has become impossible, they shall notify the BUYER before the expiration of the performance period. The paid amount and any relevant documents shall be refunded within 10 (ten) days. In the case of defective or malfunctioning goods/services, whether covered by a warranty or not, the BUYER may send them to the SELLER for necessary repairs in accordance with the warranty conditions, in which case the delivery expenses shall be covered by the SELLER.

ARTICLE 8 - SPECIFICATIONS OF THE GOODS/SERVICES SUBJECT TO THE CONTRACT

The Type and Nature of the goods/services, Quantity, Brand/Model, Color, and the Sales Price, including all Taxes, are as stated in the product description page on the website [...] and as specified in

the invoice, which is an integral part of this contract.

{Order_Product_List}

ARTICLE 9 - CASH PRICE OF THE GOODS/SERVICES

The cash price of the goods/services is stated in the sample invoice sent at the end of the order process and also included in the invoice sent to the customer along with the product.

ARTICLE 10 - PRICE WITH INSTALLMENTS

The price of the goods/services based on the installment payment option is stated in the sample invoice sent at the end of the order process and also included in the invoice sent to the customer along with the product.

ARTICLE 11 - AMOUNT OF DOWN PAYMENT

The amount of the down payment for the goods/services is stated in the sample invoice sent at the end of the order process and also included in the invoice sent to the customer along with the product.

ARTICLE 12 - PAYMENT PLAN

If the BUYER chooses to make the purchase with a credit card and in installments, the installment option selected on the website shall apply. In the installment process, the relevant provisions of the agreement signed between the BUYER and the card-issuing bank shall be valid. The payment due dates for the credit card shall be determined in accordance with the terms and conditions of the agreement between the bank and the BUYER. Additionally, the BUYER can track the number of installments and payments through the account statement sent by the bank.

ARTICLE 13 - RIGHT OF WITHDRAWAL

The BUYER has the right to withdraw from the contract within 7 (seven) days starting from the delivery of the goods/services to themselves or to the designated person/entity at the specified address. In order to exercise the right of withdrawal, it is required to notify the SELLER by email ([...]), or phone number [...] within the same period. The packaging and contents of the goods/services must be undamaged during the trial, in accordance with the provisions of Article 14 and the pre-information published on the website [...], which is an integral part of this contract. In case of exercising this right, the original invoice related to the goods/services delivered to a third party or to the BUYER must be returned. Within 10 (ten) days following the receipt of the withdrawal notification, the purchase price will be refunded to the BUYER, and the goods/services will be returned within a period of 20 (twenty) days. If the original invoice is not sent, VAT and other applicable legal obligations cannot be refunded to the BUYER. The delivery cost of the returned goods/services due to the exercise of the right of withdrawal will be covered by the SELLER.

ARTICLE 14 - GOODS/SERVICES THAT CANNOT BE RETURNED UNDER THE RIGHT OF WITHDRAWAL

Goods/services that are by their nature non-returnable, perishable, and have expired, disposable goods/services, and any kind of duplicable software and programs are not eligible for return. In

addition, in order to exercise the right of withdrawal for any kind of software and programs, the packaging of the goods/services must be unopened, undamaged, and unused. This condition also applies to DVD, DIVX, VCD, CD, MD, video cassettes, computer and stationery supplies (toner, cartridge, ribbon, etc.), and cosmetic materials.

ARTICLE 15 - DEFAULT AND LEGAL CONSEQUENCES

In the event that the BUYER defaults on the transactions made with a credit card, the BUYER shall be liable to the card-issuing bank in accordance with the credit card agreement between the BUYER and the bank. In this case, the bank may take legal action, request the payment of interest, expenses, and attorney fees from the BUYER, and the BUYER agrees to compensate the SELLER for any damages and losses incurred as a result of the BUYER's delayed performance of debt in any case of default.

ARTICLE 16 - JURISDICTION

In case of any disputes arising from this contract, Consumer Arbitration Committees, up to the value announced by Türkiye's Ministry of Industry and Trade, shall have jurisdiction. For disputes exceeding this value, Türkiye's Consumer Courts shall have jurisdiction. In places where there is no Consumer Court, Türkiye's Civil Courts of First Instance shall have jurisdiction.

SELLER: [...]

BUYER: [...]

DATE: [...]