# **DISTANCE SALES AGREEMENT**

# 1- PARTIES

This contract; this article a paragraph on the title, full address and contact information to place verilensatic with (hereinafter the contract "SELLER" will be referred to as) to be the place to me in the information (hereinafter the Agreement "RECEIVER" hereinafter) has been signed between the terms and conditions stated below.

a) VENDORS
Title:
Address:
vd./no:
Mersis:
Telephone:
Fax:
E-mail:
b) RECIPIENT
Name and surname:
Address:
Telephone:
E-mail:

# 2- DEFINITIONS

The implementation of this agreement and will express written statement in writing against the interpretation of the terms below.

BUYER One of acquiring goods or services with no commercial or

:professional purposes, uses or benefits from the natural or legal

person,

Minister :Minister of Commerce,
Ministry :The Ministry of Commerce,
Law :Law on Consumer Protection,

that order Goods or services belong www.trendyol.co named DSM website or

natural or legal persons claiming through the mobile application,

Agreement :BUYER and SELLER concluded between this Agreement,

Sides :The seller and the buyer,

Product or Products transported goods being exchanged, leisure or residential immovable

:property intended to be used in the electronic media software, audio,

video and all kinds of products, means

regulation :The Distance Selling Regulations,

### 3- SUBJECT OF THE CONTRACT

#### 4 CONTRACT OF PRODUCT INFORMATION

- **4.1.** all the commitments included in the price specified in the agreement is valid until they are changed and updated. promises declared as the term and prices are valid until the end of the specified period.
- **4.2.** Located in the stores with prices on the site are not responsible for any differences that may arise between SELLER prices. The prices indicated in the order summary page when ordering on the site when you order through the site are valid.
- **4.3.** SELLER their true colors to the color of the product in the pictures on the site aims to show the most appropriate way. However, the user's display settings, does not accept liability for any differences that may occur due to different display types.
- **4.4.** Listed on the site and declared price is the selling price. The goods or services including all taxes and sales price are shown below.

<b>Product code Colour</b>	Body	<b>Unit price</b>	Piece	Amount
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Total: Of TL (KDV Including)
Discounts: Of TL (KDV Including)
Shipping cost: Of TL (KDV Including)
The overallOf TL (KDV Including)

total:

# 5- payment and delivery

**5.1.** BUYER information regarding payment and delivery given in the table below that of its own, this information is that any error there, for reasons arising from the deficiencies or inaccuracies in information provided by the Purchaser case of now or inability to delivery to the presence of the seller's liability and warrants.

And Payment Plan	
Delivery address	
Meet Deliverables	
Billing address	
Order date	
Delivery method	

**5.2.** Contract products, "6502sayıl Law on Consumer Protection" and the "Regulation on Distance Contracts" in accordance with specified legal 30-day period not to exceed with the registration, depending on the distance to the buyer's domicile for each product BUYER or show the person at the address / organization delivered via shipping company it is.

- **5.3.** Product delivery, the person entitled to delivery specified in this contract / organizations will be made from someone else. During the delivery, receipt is mandatory identification card of an authorized person. These people, if they do not present identity will be made to refrain from their delivery. Products subject to the contract, another person from the receiver / will be delivered to the person, to be delivered to the person / organization due to the seller's delivery can not be attributed to accept any responsibility.
- **5.4.** BUYER contracted goods / services will examine before taking delivery; dents, cracks, etc. packaging torn. damaged and defective goods / services company will take delivery of the cargo. Delivery taken of goods / services is undamaged and that the firm will be accepted.
- **5.5.** The recipient of the product price for the delivery of products subject to the contract with the preferred method of payment is required to be paid. product fee is not paid for any reason is canceled or if the bank records, shall be exempt from SELLER product delivery obligations.
- **5.6.** After delivery of the product the buyer's credit card in a way that caused the buyer's flaws unauthorized unfair or about the cause to be used as unlawful bank or financial institution of the product cost of fails to pay the seller of the product provided that the receiver itself has been delivered 3 days in must be sent to the seller. In this case the shipping costs are the responsibility of the buyer.
- **5.7.** not be the same person, the credit card holder used when ordering with the receiver or even before the product delivered to the recipient, the security event of detection is on for the credit cards used in order, dealer, identification and contact information for the credit card holder, the extraction of the previous month, the credit card used in order of the credit card or debit card holder can request the recipient to submit the article for that belongs to him. subject to the buyer's demand information / documents are to be frozen in time until the order to ensure, in case of failure to meet the aforementioned demands of the SELLER within 24 hours, has the right to cancel the order.
- **5.8.** fulfillment of orders the goods or services SELLER acts; force majeure or shipping preventing adverse weather conditions, interruption of transportation, fire, earthquake, and flood as dominant in cases where impossible due to extraordinary circumstances and can not deliver a justified reason, in case of determination can not be supplied to contract products within the contract products in time, the state is obliged to notify the buyer. In this case, the cancellation of orders BUYER, if the contract products and replaced with precedent and / or delivery period blocker may use any of the postponement until the disappearance of the rights. As pay amounts paid by the buyer in case of cancellation of the order is paid back to him. In the payment made by the buyer's credit card, the amount of product, after the cancellation order by the BUYER no later than 10 (ten) will be returned to the bank during the day. After returning to the banks of this amount is BUYER account the implications fully related to bank transaction process, RECEIVER, whether it is possible to engage in any form of intervention vendor for possible delays and the amount refunded to your credit card by SELLER of time to reflect RECEIVER account by the bank to be in the SELLER'S responsibility that SELLER will be installed and accept no liability in relation to this process, and is committed to declare.

# 6- RIGHT OF WITHDRAWAL

**6.1.** BUYER; distance contracts for the sale of goods, the person at the address of the product itself or Show / organizations from delivery date to 14 (fourteen) no justification can use the right of withdrawal from the contract showing the financial refusing during the day. In the distance contracts for the provision of services, this period starts from the date of signing the contract. Cayman rights before the end of the period, consumer services, with the approval of the execution of the right of withdrawal begin service contracts available. Costs arising from the use of the right of withdrawal DEALER 'belongs. Which will be the dealer for the exercise of the right of withdrawal breach notification, delivery of goods from the 14 (fourteen) by the Purchaser in accordance with the Regulations on Distance Selling Contract-day period it must be made in writing or by means of a continuous data carrier. Therefore

- **6.2.** In case of using the right of withdrawal,
- a) 3. person or receiver delivered product, in the original bill is being delivered cargo to be sent to the seller, refund part of the filling (if the bill be returned to the desired product under the name of an institution, refund, which was held back when returning institution bill with) from the date of notification that the product is used together with the breach of the right against ten (10) should be sent to the seller by the Purchaser during the day.
- **b)** SELLER, since delivery of the product with a reach him of breach notification and invoice at least 14 (fourteen) debts into the total price and the buyer within days is obliged to return all documents to the buyer.
- c) the product be returned in the box, packaging, it should be delivered complete and undamaged with standard accessories, if any.
- **d)** If for some reason the value of the property resulting from a reduction of the defect or return if buyer is obliged to pay damages to the supplier impossible RECEIVER defect rate.
- **e)** The discount amount utilized in the campaign if they are below the amount of the withdrawal of the right to limit campaign organized by the SELLER due to the use will be canceled.
- **6.3.** The refund amount will be refunded to the payment method used when ordering. bank rules regarding the payment which will be refunded to the credit card reserved.

### 7- too PRODUCTS USED IN RIGHT OF WITHDRAWAL

- 7.1. produced in accordance with requests and demands special receiver or on changes or additions performed on goods that are made individually; BUYER not use the right of withdrawal. In addition, Purchaser, as nature can not be returned, rapid deterioration or expired the possibility that goods can not use the right to withdraw the case. That's why; recipient's request, or clearly prepared in accordance with his personal needs, not suitable to be returned as the nature, underwear sub-components, swimwear and bikini bottoms, cosmetics, disposable products, rapid deterioration in danger or audio expired the possibility that goods or video recordings, software programs and computer refund if the package was opened by the Purchaser of the supplies required by the regulation is impossible.
- **7.2.** Cosmetics and personal care products, underwear products, swimsuits, bikinis, books, copied software and programs, DVD, VCD, CD and cassette with stationery supplies (toner, cartridges, ribbons, etc.) Unopened packaging, untested, be intact and unused It can be returned in case.
- **7.3.** The product as claimed refunds of this contract by the Purchaser 7.1. and 7.2. It is one of the products listed in articles or 6.1. If the transport agent will be immediately notified to the recipient by the conditions specified in this SATICI.

# 8- RECEIVER DEFAULT

RECEIVER, the process is made with a credit card in case of falling into default cardholder bank itself will pay interest within the framework of the credit card contract made with and assumed it would be responsible to the bank, and warrants. In this case, the bank may apply to the relevant legal way; probable costs and may request attorneys' fees from the receiver and all circumstances in the event of a drop in

delinquencies due to the buyer's debt, RECEIVER, losses incurred by the vendor because of its performance lagged debt and agree to pay the damages, and warrants.

# 9- JURISDICTION

- **9.1.** Parties, the implementation of the Agreement and disputes arising from the interpretation TC Science, Industry and Technology Ministry until the declared value of the recipient's purchased goods or services and Consumer Courts and Arbitration Committee for Consumer at the location of the residence has agreed to be authorized.
- **9.2.** SELLER complaints and appeals regarding applications for TC Science, Industry and within the monetary limits set in December of each year by the Ministry of goods or purchased service or consumer issues at the location of the residence can to one or the consumer court arbitration. Information related to monetary limits are as follows:

To be effective from the date of 1/1/2020:

- a) 6920 (a altıbindokuzyüzyirm) in disputes under the Turkish Lira District Consumer arbitral tribunal
- b) in the Metropolitan yl status 6920 (altıbindokuzyüzyirm a) with 10,390 Turkish Lira (onbinüçyüzdoks AN) Consumer Arbitration Committee Province in disputes between the Turkish Lira
- c) the status of 10.390 in the non-metropolitan provinces of the center (which onbinüçyüzdoks) Consumer disputes under arbitration committee of the Turkish lira in the Province
- d) non-metropolitan status in the provinces to the districts in 6920 (the altıbindokuzyüzyirm) with 10.390 Turkish Lira (onbinüçyüzdoks that) are required to submit applications to the Provincial Consumer arbitral tribunal in the dispute between the Turkish Lira.

This contract is made for commercial purposes [Y.Y2].

# 10. MISCELLANEOUS AND FINAL PROVISIONS

- **10.1.** BUYER basic characteristics of the contract product on the internet site called www.koton.co the seller, sale price and form of payment, delivery and the Preliminary Information Form for the right of withdrawal is the owner read the information and electronically accept that the necessary confirmation, declaration and undertake.
- **10.2.** BUYER; this agreement but confirmed electronically, prior to the conclusion of distance contracts, the address must be given to consumers by the Seller, the main features on the order of a given product, tax included in the price of products, information on the right of withdrawal with payment and delivery information as would have confirmed that ensure the correct and complete.
- **10.3.** SELLER contract product is robust, complete, in case the qualifications specified in the order that must be delivered in accordance with appropriate legislation and ensure taxpayers are not supplied with the documents and manuals.
- **10.4.** BUYER to comply with the provisions of the legislation when using the website and the seller to accept them and undertake not to violate the bass. Otherwise, all civil and criminal liabilities that may arise will connect fully and solely recipients.
- **5.10.** BUYER disruptive in any way the public order, the website of the seller, contrary to public morality, disturbing others and harassing manner, for a purpose contrary to law, can not use so as to rape

someone else's material and moral rights. In addition, members using the services of others to prevent or impede the activities (spam, viruses, Trojan horse, etc.) Can not be found in the process.

10.6. the seller through the website, not the seller's own control and / or further third parties that owned and / or operated by other websites and / or other content on linked. These links are placed to ensure ease of orientation buyer is any web site or that site to support people and businesses of any link does not carry a warranty for the information contained in the website.

**10.7.** This distance selling contract because of the substances listed in one or more of the member in violation of criminal and civil as is personally responsible for this violation, the seller will keep free from civil and criminal consequences of such violations. Also; Because of this violation, if it be referred to the events of the law, due to failure to comply with this agreement against members of the seller reserves the right to demand compensation.

# 11. ENFORCEMENT

BUYER this case the implementation of payment orders via the Site will be deemed to have accepted all the terms of the contract. DEALER, said on the website of the Convention, arrangements to ensure the software can not be ordered without confirmation that he read and accepted by the Purchaser is obliged to do.

SALES PERSON :
BUYER:
DATE :