

DISTANCE SALES AGREEMENT

1. PARTIES

1.1. SELLER

ELEKTRAL ELEKTROMEKANİK SAN. ve TİC. A.Ş. – Mersis No: 0331003237200015

10006 Street, No:23-25, A.O.S.B., Çiğli, İzmir, Türkiye

Phone:

E-mail:

1.2. BUYER

Name, Surname/Trade Name*:

Adress:

Phone:

Fax:

E-mail:

** If the BUYER is a merchant natural or legal person and/or the invoice for the product subject to this Agreement is issued in the name of a merchant BUYER; the BUYER may not benefit from consumer rights and from the provisions of this Agreement, the Law on the Protection of Consumers and other relevant legislation that grant rights and facilities specifically to consumers*

2. SUBJECT MATTER OF THE AGREEMENT

The subject matter of this Agreement is the determination of the parties' mutual rights and obligations, in accordance with (i) the Turkish Code of Obligations No. 6098 for merchants, (ii) the Law on the Protection of Consumers No. 6502 for non-merchants, (iii) the Regulation on Distance Contracts published in the Official Gazette dated 27.11.2014 and numbered 29188, and (iv) all other legal regulations and practices, with respect to the purchase/sale and delivery of the product(s) with the specifications and sales price stated below, which the BUYER has ordered electronically via the website <http://onlinesatis.elektral.com.tr> (hereinafter referred to as the "SITE").

If this Agreement is approved by the BUYER via the SITE, the BUYER declares and accepts that the SELLER has fulfilled its "Information Obligation" as defined under the Turkish Code of Obligations, the Law on the Protection of Consumers, the Regulation on Distance Contracts, and other relevant legislation, and accordingly the BUYER may not, without prejudice to the BUYER's other legal rights, assert any claim that the SELLER provided incomplete information.

3. PRODUCT(S) SUBJECT TO THE AGREEMENT

3.1 Type, kind, quantity, model, color, sales price, delivery cost and details of the product(s) are as follows;

| Product(s) Description | Quantity | Cash Price | Installment Price | Subtotal (VAT Included) |
|--|-----------------|-------------------|--------------------------|------------------------------------|
| | | [•] TL | [•] TL | [•] TL |
| Shipping | | [•] TL | [•] TL | [•] TL |
| Installment/Maturity Difference | | [•] TL | [•] TL | [•] TL |
| Toplam | | | | [•] TL |
| Payment Method and Plan | : | | | |
| Person to Receive Delivery | : | | | |
| Delivery Address | : | | | |
| Invoice Address | : | | | |
| Tax Office | : | | | |
| Tax Number | : | | | |

The delivery of the product(s) shall be made to the BUYER's address stated above via a cargo/shipping company. Even if the BUYER is not present at the address at the time of delivery, the SELLER shall be deemed to have fully and completely performed its obligation. For this reason, the BUYER shall bear any and all damages arising from late receipt of the product by the BUYER, as well as expenses and/or damages resulting from the product waiting at the cargo company and/or the cargo being returned to the SELLER.

Shipping Fee: ... TL, and the shipping price is added to the total order amount and paid by the BUYER. The shipping fee is not included in the product price. If the total order amount exceeds an amount to be determined by the SELLER from time to time (in a variable manner), free shipping may be provided, and the SELLER reserves the right to unilaterally determine the relevant minimum amount.

3.2- Payment Method: Credit Card installment transaction

The section above includes the information on the number of installments for payment of the total order amount to be transmitted to your bank.

The BUYER accepts, declares and undertakes that, since installment sales are made only with credit cards belonging to Banks, the BUYER will separately confirm the relevant interest rates and default interest information from its bank, and that, pursuant to the applicable legislation, the provisions regarding interest and default interest shall be applied within the scope of the credit card agreement

between the Bank and the BUYER. In installment transactions, the relevant provisions of the agreement signed between the BUYER and the card-issuing bank shall apply.

The credit card payment date is determined pursuant to the provisions of the agreement between the bank and the BUYER. The BUYER may also track the number of installments and payments through the account statement sent by the bank.

4. GENERAL PROVISIONS

4.1. The BUYER declares that it has read and is informed about the main characteristics of the product(s), sales price, payment method, delivery-related and other preliminary information on the SITE, and that it has provided the necessary confirmation by approving this Agreement electronically in these matters.

4.2. By confirming the preliminary information electronically, prior to the conclusion of distance contracts, the **BUYER** is deemed to have confirmed that it has obtained correctly and completely the address, the basic characteristics of the ordered product(s), the Turkish Lira price of the product(s) including taxes, and the payment and delivery information.

4.3. The product(s) subject to the Agreement shall be delivered to the **BUYER** or to the person/entity at the address indicated by the **BUYER** within 30 days as described in the preliminary information on the SITE, depending on the distance of the BUYER's place of residence, provided that the statutory period of 30 days is not exceeded.

4.4. The shipping fee shall be paid by the **BUYER**. The **SELLER** cannot be held liable under any name or title whatsoever for the failure or delay in delivery of the ordered product to the **BUYER** due to any problems encountered by the cargo company during delivery and for other reasons not arising from the **SELLER**.

4.5. Without prejudice to Article **4.4**, the **SELLER**, as a rule, is responsible for delivering the product(s) subject to the Agreement intact, complete, with the qualities stated in the order, together with any warranty certificates and user manuals, if any.

4.6. The **SELLER** may supply different product(s) of equal or similar quality and price by informing the BUYER and obtaining the BUYER's explicit approval before the expiry of the performance period arising from the Agreement.

4.7. If performance of the delivery of the ordered product(s) becomes impossible and the **SELLER** cannot fulfill its obligations under the Agreement, the **SELLER** shall notify the **BUYER** before the expiry of the performance period, and shall refund to the **BUYER** within 10 days, in cash and in a lump sum, the total amount collected.

4.8. For delivery of the product(s), it is required that the preliminary information form is confirmed electronically. If, for any reason, the product price is not paid or is cancelled in bank records, the **SELLER** is released from the obligation to deliver the product.

4.9. After delivery of the product(s), if the credit card of the **BUYER** is used by unauthorized persons in a manner not arising from the **BUYER**'s fault and the relevant bank or financial institution does not pay the product price to the **SELLER**, the **BUYER** is obliged, provided that the product has been delivered to the **BUYER**, to return the product to the **SELLER** within 3 days. In such case, shipping costs belong to the BUYER. Otherwise, the BUYER accepts, declares and undertakes that the **SELLER** will resort to all means to collect the product price together with interest from the **BUYER**.

4.10. If the **SELLER** cannot deliver the product(s) subject to the Agreement in due time due to force majeure, adverse weather conditions preventing delivery, interruption of transportation and other extraordinary situations, the **SELLER** shall notify the **BUYER**. In such case, the **BUYER** may

exercise one of the following rights: (i) cancellation of the order, (ii) replacement of the product(s) subject to the Agreement with its/their equivalent, if any, and/or (iii) postponement of the delivery period until after the force majeure/preventive situation ceases. If the **BUYER** cancels the order, the total amount paid shall be paid to the **BUYER** within 10 days, in cash and in a lump sum. If the **BUYER** paid by credit card, the product amount shall be returned to the relevant bank within 7 days after the order is cancelled by the **BUYER**. Since the reflection of this amount to the **BUYER**'s accounts after it is returned to the bank is entirely related to the bank transaction process, the **BUYER** acknowledges and accepts that the **SELLER** cannot intervene in any way in possible delays and that the time it takes for the amount refunded by the **SELLER** to the credit card to be reflected by the bank in the **BUYER**'s account is not within the **SELLER**'s responsibility.

4.11. In cases where the **BUYER** exercises the right of withdrawal and/or where the ordered product cannot be supplied for various reasons or where a refund is decided to be made to the **BUYER** by competent courts or consumer arbitration committee decisions, if the purchase was made by credit card and in installments, the credit card refund procedure is as follows:

In product returns (except defective product returns), only the product price is refunded; the shipping fee paid during the order is not refunded.

If, as a result of the return, the order amount falls below the free shipping threshold, the shipping fee calculated according to the total amount arising after the return shall be deducted from the refund amount and the remaining balance shall be paid.

The Bank may make the refund to the **BUYER** in installments and with the number of installments in which the **BUYER** purchased the product.

After the **SELLER** pays the full product price to the bank in a single transaction, the Bank may transfer the requested refund amounts to the cardholder accounts in installments so that the parties involved are not adversely affected. If the refund date and the card statement closing dates do not coincide, one refund entry will be reflected on the card each month, and the **BUYER** may receive refunds for as many additional months as the number of installments paid before the refund, after the sale installments are completed, and may have them deducted from existing debts.

In case of return of goods and services purchased by credit card, the **SELLER** cannot make a cash payment to the **BUYER** due to its agreement with the Bank. Refund to the credit card may be made by the Bank pursuant to the above procedure after the **SELLER** pays the amount to the Bank in a single transaction.

For "payment at the door" and wire transfer/EFT payment options, the refund shall be made by wire transfer/EFT to the account specified by the **BUYER** (provided that the account is in the name of the person whose name appears on the invoice), after obtaining the **BUYER**'s bank account information.

5. DEFAULT AND LEGAL CONSEQUENCES

If the **BUYER** falls into default in transactions made by credit card, the **BUYER** shall pay interest and be liable to the bank within the framework of the credit card agreement concluded with the card-issuing bank. In such case, the relevant bank may resort to legal remedies and may claim the expenses and attorney fees from the **BUYER**; and in any event, if the **BUYER** falls into default due to its debt, the **BUYER** agrees to compensate the Seller's losses and damages arising from the delayed performance of the debt.

6. RIGHT OF WITHDRAWAL FROM THE AGREEMENT**

In distance contracts regarding the sale of product(s), the BUYER may exercise the right of withdrawal within 14 (fourteen) days from the delivery date of the product(s) to the BUYER or to the person/entity at the address indicated by the BUYER, without assuming any legal or penal liability and without giving any reason, by rejecting the product(s). The costs arising from the exercise of the right of withdrawal shall be borne by the SELLER.

To exercise the right of withdrawal, the SELLER must be notified within the 14-day period by registered mail with return receipt, fax, or e-mail, and the product must be unused within the framework of the provisions of Article 6 below.

In case the right of withdrawal is exercised, the product(s) delivered to the BUYER or to the person/entity designated by the BUYER must be delivered complete and undamaged together with:
(i) the invoice,

If the invoice issued for the returned product(s) is corporate, it must be sent together with the return invoice issued by the institution. Returns of orders invoiced to institutions cannot be completed unless a RETURN INVOICE is issued.

(ii) its box, packaging, and standard accessories, if any.

The SELLER shall refund to the BUYER the total amount and the documents that put the BUYER under debt, no later than 10 days from the date the withdrawal notice reaches the SELLER, and shall accept the return of the product(s) within 20 days.

If the value of the product(s) decreases or return becomes impossible due to a reason arising from the BUYER's fault, the BUYER shall compensate the SELLER's damages in proportion to its fault.

If, due to the exercise of the right of withdrawal, the campaign limit amount (if any) arranged by the SELLER is fallen below, the discount amount benefited within the scope of such campaign shall be cancelled.

The notice period for defects is 3 business days, and the period for hidden defects is 30 days. If a merchant buyer does not notify apparent defects in writing within 3 business days, the product shall be deemed accepted. The burden of proof for the defect claim belongs to the buyer.

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7. PRODUCT(S) FOR WHICH THE RIGHT OF WITHDRAWAL CANNOT BE EXERCISED***

Products that cannot be returned by their nature; single-use products, copyable software and programs, products manufactured specifically for the BUYER according to order and special requested features, products that spoil quickly or are likely to pass their expiration date, and returns of such products by exercising the right of withdrawal are not accepted. In addition, the BUYER cannot exercise the right of withdrawal in the following contracts:

- a) Service contracts where performance of the service has commenced with the consumer's approval before the expiration of the withdrawal period.
- b) Contracts regarding goods whose price is determined in stock exchange or other organized markets.
- c) Contracts regarding delivery of goods prepared in line with the BUYER's requests or clearly personal needs, which are not suitable for return by nature, and which are subject to rapid deterioration or likely to pass the expiration date.
- ç) Contracts regarding audio or video recordings, software programs and computer consumables, provided that their packaging has been opened by the BUYER.
- d) Contracts regarding delivery of periodicals such as newspapers and magazines.
- e) Contracts regarding the performance of betting and lottery services.
- f) Contracts regarding services performed instantly in electronic environment and intangible goods delivered instantly to the consumer.

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8. DRAWING UP A REPORT IN CASE OF INCOMPLETE DELIVERY

In cases where more than one product is included in the BUYER's order, shipments may be made in parts by the SELLER. The BUYER is obliged to check, during delivery by the cargo officer, that the number of products matches the number of products stated on the invoice issued by the SELLER. A separate invoice is issued by the SELLER for each partial shipment. If the products in the quantity stated on the invoice are not present in the package or are missing, the BUYER is obliged to request the cargo officer to draw up a report (minutes). Otherwise, it shall be deemed that the products in the quantity stated on the invoice have been delivered fully and completely by the SELLER to the BUYER and that the BUYER has received the products fully and completely.

9. INTELLECTUAL PROPERTY AND USE OF TRADEMARK

The Buyer may not use the Seller's trademark, name and commercial presentation without permission. If the merchant buyer will resell the product, the Seller's permission is required for advertisements and promotions.

10. CONFIDENTIALITY

A merchant buyer may not share prices, commercial information and operational processes with third parties.

11. DISPUTE RESOLUTION AND COMPETENT COURT

In the resolution of any disputes arising from and/or related to the implementation of this Agreement, all SELLER records (including records in magnetic media such as computer and voice records) and commercial books constitute conclusive evidence.

The BUYER declares that it has read all conditions and explanations written in this Agreement and the order-contract preliminary information form which is an integral part hereof; that it has been

informed in advance about the basic characteristics of the product(s) subject to sale, sales price, payment method, delivery conditions, all preliminary information regarding the product subject to sale, and the right of withdrawal; that, in addition to viewing and confirming the preliminary information electronically on the SITE, the same has been sent to its e-mail; and that it has ordered the product by confirming/approving all these electronically and accepted the provisions of this Agreement.

Without prejudice to the mandatory provisions of the Turkish Commercial Code, Turkish Code of Obligations, Law on the Protection of Consumers, Regulation on Distance Sales Contracts, and other relevant legislation, **the courts and enforcement offices of KARŞIYAKA (İZMİR)** are authorized for the resolution of disputes arising from this Agreement.

12. EFFECTIVE DATE

This Agreement enters into force on the date it is approved by the Buyer electronically.

SELLER:

BUYER:

DATE:

MS251202