

## E-TRADE DISTANT SALES CONTRACT

### Clause 1 Counterparties

#### 1.1 Seller

Name: Özdisan Elektronik Sanayi ve Ticaret A.Ş.

Address: DES Sanayi Sitesi 104 Sokak A07 Blok No: 54 - 56 Yukarı Dudullu / Ümraniye / İstanbul - Turkey

Telephone: +902164201882

MERSIS Number: 0683-0033-7910-0011

E mail: info@ozdisan.com

#### 1.2 Buyer

Name – Surname:

Turkish Republic Identity Number:

Address:

Telephone:

E-Mail:

### Clause 2 Subject

The main subject of this contract is determining qualification and selling price of given orders on [www.ozdisan.com](http://www.ozdisan.com) which subjects are selling and delivering terms on Turkish commercial code, code of obligations and law on the protection of consumers.

Buyer accepts and declares clearly and fully informed by seller about; seller's name, title, address, telephone, basic qualifications of the selling item, selling price including tax, payment type, delivering terms, delivering fee, right of withdrawal, official authorities information for complaint and objection.

Pre-notification form which is located on [www.ozdisan.com](http://www.ozdisan.com) and buyer's order bill are an inseparable part of this contract.

### Clause 3 Contracted Products/Payment/Delivering Options

Type, quantity, brand/model, selling price, payment type, recipient, billing information and shipping fee of online ordered product/products are below there. Biller and contractor (buyer) must be the same person. Below information must be fully correct and exact. Buyer has already accepted and declared all harms and responsibilities about wrongness and imperfection on these information.

Seller has the right of stopping of buyer's order if it's necessary. When the seller realized something wrong about buyer's order, it informs buyer via buyer's recorded contact information for 15 days. If the buyer won't answer seller's inform, buyer cancels the order after 15 days.

Ordered Product/Products

Name, Code: ..... Piece

Total Price: ..... TL / USD  
Payment Type: Credit Card / Remittance (EFT)  
Delivery Person:  
Telephone Number:  
Delivery Address:  
Billing Person/Company:  
Billing Address:  
Tax Office:  
Tax Identification Number:  
Shipping Fee: ..... TL / USD

For other countries except Turkey, there may be additional shipment costs and tariff fees. These cost will be added to bill.

#### Clause 4 Contract Date And Force Majeures

Contract date is the day buyer give the order which is .../.../.....

Force majeure are, the things those nonexist or unexpected on contract date, uncontrolled happened, make impossible or not in time one or both stakeholder's responsibilities (Such as; natural disaster, war, terrorism, rebellion, coup, changed laws, distraintment, work stoppage, malfunction on production facility, etc. ). If a force majeure happens, one or both stakeholder have to inform the other side as written immediately.

There will be no responsibility for both side of contract while force majeure being happen due to nonfulfilment duties. If this force majeure take longer than 30 days, each side of stakeholders has the right of cancelation the contract.

#### Clause 5 The rights and obligations of seller

5.1. Seller is already accept and approve fully and clearly observance duties which written on selling contract.

5.2. Persons those underage 18 years old, cant make any shopping on [www.ozdisan.com](http://www.ozdisan.com). Buyer, has approved his/her age by giving order on website. Seller has no responsibility about website actions of a people who is age lower than 18 years old.

5.3. Seller has no responsibility from price mistakes, web system, design or illegal attempt to website. Buyer can not claim any rights from seller for these actions.

5.4. [www.ozdisan.com](http://www.ozdisan.com) supports shopping with credit card (Visa, Master Card, etc.) and remittance. if there is 2 working days past from order but no remittance come yet, the order will be cancelled . The date of selling contract begins with the date remittance or credit card payment shows on seller's account, not place order time. Not allowed for any other payment types unless inform seller before.

5.5 There is remittance information form which should be filled after every single remittance payments. It's purpose is notificcate seller about buyer remittance payment and make it quickness and right. If this remittance information form no to be filled, then Özdisan Elektronik A.Ş. has no responsibility about buyer's remittance payment.

5.6. Technical specifications of buyer's ordered items are located in technical documents those published by manufaturer (which called as "datasheets"). [www.ozdisan.com](http://www.ozdisan.com) has no responsibility

about wrongness and incorrectness of manufacturer's published datasheets. These datasheet and images for convenience for buyers and buyers must be taken responsibility about it's correctness. Pre-notification of seller is not guarantee.

5.7. There may be differences between product images and orders because of web environment's color, size and shapes. In that case, main criterion is the datasheets.

5.8. Technical datasheets are updating continuously, but [www.ozdisan.com](http://www.ozdisan.com) give no guarantee for the most updated datasheets.

5.9. If [www.ozdisan.com](http://www.ozdisan.com) placed a weblink to another website, using this weblink's responsibility belongs to user. In that case, [www.ozdisan.com](http://www.ozdisan.com) has no responsibility about link.

5.10. All technical informations and images on [www.ozdisan.com](http://www.ozdisan.com) are forbidden to us efor commercial reasons.

5.11. Out of worktimes, weekends and offical holidays orders those giving on [www.ozdisan.com](http://www.ozdisan.com) put into process next working day, after payments received on seller bank account.

5.12 Lots of buyers look up and give order of same items on [www.ozdisan.com](http://www.ozdisan.com). So product stocks are rapidly changeable. Because of that, purchasable stocks may not to be "add to charted" stocks.

5.13 Because of fluctuation on currencies, some of prices on [www.ozdisan.com](http://www.ozdisan.com) may changable sometimes. So, final pricing is in the order confirmation mail.

5.14 Some of products on [www.ozdisan.com](http://www.ozdisan.com) is marked as Obsolete. This means, the product will not continue to produce by it's manufacturer and may not suitable for some desings. Özdisan try it's best to collect this datas, but accuracy of this information is not responsibility of Özdisan. Buyer must take responsibility on this subject.

5.15 Some of products on [www.ozdisan.com](http://www.ozdisan.com) has equivalent option. Equivalent product has similar specifications with the other item. Özdisan Elektronik, uses technical data sor manufacturer's feedbacks to determine equivalent products but, it has no give any guarantee for %100 percent of correctness of this data. Buyer has all the responsibility.

5.16. There is instant messaging application on [www.ozdisan.com](http://www.ozdisan.com). It goals that convenience and fastness for Özdisan's customers. By using this messaging module, you agree to share your device, browser, location, etc. information to Özdisan Elektronik and Zopim.

5.17. Technical datasheets on [www.ozdisan.com](http://www.ozdisan.com) collected by Özdisan Elektronik to easy and comfortable product selection for customers. But Özdisan give no guarantee about correctness of this datasheets. Buyers must be take all responsibilities for this action.

5.18. The lowest order amount on [www.ozdisan.com](http://www.ozdisan.com) have to be 5 dollars except KDV.

5.19 Özdisan Electronic reserves the right to stop or change all campaigns and promotions without any notification

## Clause 6 The rights and obligations of buyers

6.1. Buyers is already accept and approve fully and clearly observance duties which written on selling contract

6.2. Buyers is already accept and approve fully and clearly this contract with giving order

6.3. Buyer accepts and declares clearly and fully informed by seller about; seller's name, title, address, telephone, basic qualifications of the selling item, selling price included tax, payment type, delivering terms, delivering fee, right of withdrawal, official authorities informations for complaint and objection.

6.4. Depends on the previous clause, buyers also accepts and declares product order and payment

terms, product manuals, precautions and warnings on [www.ozdisan.com](http://www.ozdisan.com).

6.5. Buyer accepts and declares that if buyer wants to return of an item, he/she won't harm product, it's package or banderol, no using and no changeing with another product and give it back it's bill and dispatch with return.

#### Clause 7 Ordering and Payment Procedure Ordering

Product prices those added to shopping cart approved by buyers with clicking order button. Then payment accept by seller. For this reason, a confirmation mail send to buyer before the order sending. No order shipping without confirmation mail.

You can order the items on [www.ozdisan.com](http://www.ozdisan.com) only if there are in central stocks. The other stocks are only for information and can not be ordered. You can reach customer services for non stocked items by telephone, using "inform me" module or sending mail to [info@ozdisan.com](mailto:info@ozdisan.com).

Minimum Order Quantity (MOQ) refers that minimum ordering amount than can be order of an item. It has to be that ordering an item on [www.ozdisan.com](http://www.ozdisan.com) MOQ and multiples of MOQ.

If there will be any problem on operations, Özdisan informs buyers by her/his registered e-mail, telephone or fax. If it is necessary, Özdisan asks from buyers to get in touch with their banks. Order's process time starts with the payments received by seller's bank account, not with order giving time. As an exceptional situation, if the item can not be supplied, then seller informs buyers clearly and if buyer gives an confirmation, seller send to buyer a equivalent and same priced item, or another item. Also buyer has to right to wait this problem go away or has to right canceling order.

If there will be a situation that can not make any chance to delivering ordered items, then seller informs buyer and give him/her all pecuniaries in ten days. In that case, buyer won't demand any non- pecuniary material to seller.

#### Payment

Users which do not prefer to use their credit card information on [www.ozdisan.com](http://www.ozdisan.com), there is a remittance option. Buyer choose a bank, then make remittance. If the remittance send, it will be important that Money recieved by seller account. There are some important issues while making remittance which are "Senders Information" and Billing information are must be same, Remittance information number have to be written, and amount of remittance must be the same with order's grand total. If the payment dont received on 2 working days, the order will be cancelled by seller. There is a remittance information form while making remittance payment. It is a form that tells the seller "buyer has been made her/his payment", and it gives seller quickness an accuracy. Remember that, this form should be fully filled such as "Payment Bank", "Payment Person", "Payment Amount" areas. Özdisan Elektronik has no responsibility about latencies which accoure not to send this remittance information form.

All item's prices on [www.ozdisan.com](http://www.ozdisan.com) are American Dollars, but they Exchange to Turkish Liras when billing.

If buyer's credit card gets an illegal usage and buyer's bank put a blockage to him/her account, buyer's bank may the order total doesnt send to Özdisan's account. If such reason happens, buyer have to send all the items those he/she ordered to seller in 10 days. In that case, all the shipment costs belongs to buyer.

Buyers is already accept and approve all the bank rates and interest of defaults if he/she shopping on

www.ozdisan.com with his/her credit card. These are the terms of credit card contract of buyer's bank.

#### Clause 8 Delivery and Shipment Procedures

##### Delivery

Item/Items send to seller's contracted delivery company when the orders confirmation mail reached to buyer.

##### Shipment

Shipment date is 30 days and it begins after sended order mail and establishing sales contract. But deliveries out of Turkey, may be more than 30 days, because of distance, shipment companies and customs problems.

Buyers is already accept and approve that seller has the cancelation rights of an order without any reason.

If cargo package has been damaged on shipment, buyer shouldn't accept and take the minutes down. If buyer doesn't do that, all responsibilities are in buyers. With this report, buyer should inform seller customer services immediately.

If an order delivers someone but buyer, and that person may not accept the order, and that case seller has no responsibility. Clause 9 Guarantee

www.ozdisan.com has no absolute guarantee for its products. Only some of manufacturer's guarentee's may be transferred to custemers. But it's initiative is in seller's side.

#### Clause 10 Privacy

Seller wont shares buyer's personel or financial informations with third party people/companies. Only when the seller be a part of a legal obligation, it may me share these informations with legal authorities.

Credit card informations never storaged. Only being transferred to bank when geting provision, after then, they will be deleted from system.

Buyer's communication informations only for order deliveries. Sometimes, seller send to buyers messages, mail or phone calls about promotions, but it is only depends on buyer's confirmation. If the buyer risks web site security or abuses terms of use, seller send these information to local security forces.

#### Clause 11 Web Site Security

www.ozdisan.com uses one of the most advanced security systems which is RapidSSL TLS 1.0. This is an encryption protocol to established secure communication between your computer to website. For using this encryption protocol, you need a supported browser. By using this, you transfer your information to website with most secured way. But this must be remembered that, none the information on internet are %100 secured. The risk of your personel information is your responsibility.

#### Clause 12 Accessing Website, Protection of Account Information

For shopping on www.ozdisan.com, there must be an username and password. These are defined by

users and they are special for him/her. Username and password must be correct. Username and password together are called user identity and their security and privacy are buyer's responsibility. Buyers fully responsible that hird party people activities on website with this user identity. So, if buyer, realized some kind of third party activity, he/she have to inform seller on info@ozdisan.com immediately. www.ozdisan.com has right to trace identities, request changing them and remove. Buyers must be known that non the information on internet %100 safe and secured. Even www.ozdisan.com secured with latest and advanced security systems but there will be always risk from third party activities and buyers must be accept that. Özdisan has no responsibility for this.

Buyers accept and approve this distant selling contract by ordering anf item on www.ozdisan.com  
.../.../.....

Seller

Buyer

Özdisan Elektronik Sanayi ve Ticaret A.Ş.