Norwal

DISTANCE SALES CONTRACT

1. PARTIES:

<u>1.</u> Information Regarding the Seller:

Trade Name : SANTANYİ AYAKKABI

Address : Kemankeş Karamustafapaşa Mah. Ali Paşa Madrasah Street. Workplace No:3A Beyoğlu/İstanbul

Phone Number : 0212 292 74 07

Email : nnormalturkey@nnormal.com

Central Registry Number : 0744047024100014

TC Tax Identification Number : Beyoğlu Tax Office / 7440470241

(Referred to as " Seller " in this Agreement.)

0. Information Regarding the Buyer:

Trade Name/Name Surname:	:		
Address		:	
Telephone	:		
Email		:	

(Referred to as " Buyer " in this Agreement.)

0. SUBJECT OF THE CONTRACT

- this Distance Sales Contract ("Contract") is the Buyer's access to the Seller's website <u>https://www.nnormal.com / The Law on Consumer Protection No. 6502 (</u>"TKHK") regarding the sale of the product or products (" Products and Services ") ordered electronically through the website ("Website") and the qualifications and sales prices of which are communicated to the Buyer by the Seller in detail . and to determine the rights and obligations of the parties in accordance with the provisions of the Distance Contracts Regulation published in the Official Gazette dated 27.11.2014 and numbered 29188.
- acknowledge and declare that they are aware of and understand their obligations and responsibilities arising from the TKHK and the Distance Contracts Regulation (" Distance Contracts Regulation " and/or " Regulation ") under this Agreement .

0. PRODUCT FEATURES AND PAYMENT METHOD

1. Basic information such as the type of Products and Services, quantity and sales price including taxes are as stated on the Website and in the electronic invoice which is considered an integral part of this Agreement. In case of a difference between the price stated on the

labels, tariffs and price lists and the cash register price due to price update errors caused by the Seller due to technical reasons, the price in favor of the consumer will be applied.

- 2. The prices announced on the Website are the sales prices. In accordance with the Value Added Tax General Application Communiqué numbered 17, published in the Official Gazette dated 31.01.2018 and numbered 30318, and the Decision on Amendments to the Determination of Value Added Tax Rates to be Applied to Goods and Services, published in the Official Gazette numbered 32241, VAT is added as 20% of the sales price to the prices of the Products and Services on the Website. The Seller has the right to update the announced prices at any time.
- 3. The sales price of the Products and Services subject to the contract, including all taxes, is shown in the table below:

Product Information	Payment Method	Sale price		
		Price	VAT Rate	Total Sales Price
[•]	[•]	[•]	20%	[•]
[•]	[•]	[•]	20%	[•]
[•]	[•]	[•]	20%	[•]
[•]	[•]	[•]	20%	[•]

0. The total cash sale price of the products is included in the invoice content. The Products and Services subject to sale on the Website under this Agreement are not subject to installment or deferred sales, but are subject to the cash payment model at the time of sale. The Buyer can make their payments by credit card, digital wallet, prepaid cards (ininal), ATM payment, mobile payment or e-pin by entering the relevant information.

0. DELIVERY OF PRODUCTS AND SERVICES

- 1. The contract comes into force upon electronic approval by the Buyer.
- 2. The Products and Services purchased by the Buyer shall be packaged and delivered to the Buyer within 7 days together with the invoice. The invoice for the transaction shall be sent to the Buyer's e-mail address specified in this Agreement following the completion of the transaction. The delivery costs incurred within the scope of delivering the Products to the Buyer shall be covered by the Buyer. Accordingly, the Seller shall have fulfilled the performance fully and on time by delivering the Products and Services subject to the Agreement to the Buyer.
- 3. The Buyer is obliged to check the Products and Services upon receipt and, if he/she sees any problems with the Products and Services arising from the cargo, not to accept them and to have a report drawn up by the cargo company officer. Otherwise, the Seller will not accept any liability.

- 4. For the delivery of the Products and Services subject to the Agreement, this Agreement must be approved electronically by the Buyer and the total sales price specified in Article 3.3 must be paid by the payment method preferred by the Buyer. If the product price is not paid or is cancelled in bank records for any reason, the Seller is relieved of its obligation to provide the Products and Services to the Buyer.
- 5. If the prices of the Products and Services to be purchased by the Buyer are announced for a certain period, such prices are valid until the end of the specified period. The number of Products and Services to be purchased by the Buyer may be limited by a notification made on the Website.
- 6. In cases where it becomes impossible to provide the Products and Services subject to this Agreement to the Buyer, the Seller will notify the Buyer within 3 (three) days from the date of learning about this situation and will refund all collected payments within 14 (fourteen) days at the latest from the date of notification.

0. REPRESENTATIONS AND COMMITMENTS OF THE BUYER

- By approving this Agreement electronically, the Buyer confirms that he/she has been informed accurately and completely about the full name, surname, address, basic features of the ordered products, product price including taxes, total amount of the order including taxes, payment and delivery information, contact information of the Seller to whom the Buyer can submit his/her complaints, and that the Buyer can apply to District/Provincial Arbitration Boards and Consumer Courts in accordance with the relevant provisions of the TKHK, which should be given to the Buyer by the Seller before the conclusion of distance contracts.
- 2. If the price of the product or products is written at a level that is clearly below the market price, which can be understood by an average person, the Seller has the right to cancel all orders placed according to this incorrect price. The Buyer accepts and declares that it will not have any rights or demands due to a clear error in such a case.
- 0. The Buyer accepts that the Seller has no obligation to monitor or control who uses the Products and Services after the invoice for the Products and Services is delivered to the Buyer electronically to the e-mail address provided by the Buyer in a proper manner. The Buyer selects the payment method for the Products and Services from the payment screen on the Website.
- 0. The Buyer acknowledges and declares that, before confirming the order, he/she has been informed by the Seller in a clear and understandable manner under this contract that the order placed means a payment obligation.
- 0. In order for the Buyer to make a payment by credit card, all credit card information must be filled in completely. The Buyer can make the credit card payment in one go or, within the possibilities offered by the relevant financial institution or bank, the payment can be made in installments at certain terms. However, even in this case, this sales transaction is a cash sale for the Seller. The terms and conditions regarding the term sale are determined by the contract between the Buyer and the relevant financial institution and/or bank. In case of payment in installments depending on the term, the payment terms are applied by the provisions determined by the Bank for the credit card selected by the Buyer. Since the term

payment can be made with bank credit cards, the legal and default interest rates are determined by the relevant bank.

- 0. In the event that the Buyer defaults in the transactions made with the credit card, the cardholder may pay interest within the framework of the agreement made with the bank and may be liable to the bank. In this case, the relevant bank may resort to legal action and request the costs and attorney fees from the Buyer. In any case, if the Buyer defaults due to its debt, the Buyer will be liable for the damages incurred by the Seller due to the Buyer's delayed payment of the debt.
- 0. If the relevant bank or financial institution does not pay the product price to the Seller due to the unfair or unlawful use of the Buyer's credit card, bank card or other payment systems on the Website by unauthorized persons after the delivery of the Products and Services, the Buyer must return the relevant price to the Seller within 3 (three) days, provided that it has been delivered to the Buyer. Otherwise, the Seller reserves the right to initiate any legal action against the Buyer. The Seller's other contractual and legal rights, including the right to pursue the receivable of the product price without accepting the return, are additionally and in any case reserved.
- 0. The Seller is the owner of all information, data, materials ("Material(s)") including the general appearance and design of the Website and all other information, pictures, all kinds of brands, Website domain names, logos, icons, technical data presented in a demonstrative, written, electronic, graphic or machine-readable form, computer software, applied sales system, business method and business model **and all** intellectual and industrial property rights, license rights and all other rights on them, and the Materials are under legal protection. The Buyer cannot modify, copy, reproduce, translate into another language, republish, upload to another computer, post, transmit, process, reproduce, present or distribute any Materials found on the Seller's Website and other platforms, including code and software, without prior permission and without citing the source. The whole or part of the platforms cannot be used without permission on another website or mobile application or in any medium. In case of detection of any situation to the contrary, the Seller reserves all other rights, including legal and criminal liability, and preventing the use of the Products and Services provided within the scope of this Agreement and the Buyer from accessing these platforms.

0. SELLER'S REPRESENTATIONS AND COMMITMENTS

- The Seller reserves the right to change, reorganize, or cease publication of any services, products, terms of use, and information provided on the Website without prior notice. Changes will enter into force on the date of publication. These conditions also apply to other linked websites or applications and other platforms.
- 2. The Seller is responsible for the delivery of the Products and Services subject to this Agreement in accordance with the qualifications specified in the order and, if applicable, warranty documents and user manuals. If the product subject to the Agreement is to be delivered to a person/organization other than the Buyer, the Seller cannot be held responsible if the person/organization to whom the delivery is made does not accept the delivery.

- 3. The Website may contain links or references to other websites or applications or other platforms that are not under the control of the Seller. The Seller is not responsible for the content of these websites or other links they contain. The Seller is not responsible for the content of the websites to which the Buyer will pass and/or the nature of the personal data that will be requested from the Buyer by these websites, the sharing, processing and transfer of data.
- 4. If the Buyer and the credit card holder used during the order are not the same person or if a security breach is detected regarding the credit card used in the order before the product is delivered to the Buyer, the Seller may request the Buyer to present the identity and contact information of the credit card holder, the previous month's statement of the credit card used in the order or a letter from the card holder's bank stating that the credit card belongs to him/her. The order will be frozen until the Buyer provides the requested information/documents and if the said requests are not met within 24 (twenty-four) hours, the Seller has the right to cancel the order.
- 5. If the Seller cannot deliver the product subject to this Agreement within the specified period due to force majeure or extraordinary circumstances, the Seller is obliged to notify the Buyer of the situation. In this case, if the Buyer cancels the order, the amount paid shall be paid to the Buyer in a single payment within 14 (fourteen) days in accordance with the payment method used when purchasing the product or products. The Seller is not obliged to pay any other amount and/or compensation after the paid amount and any documents, if any, are returned to the Buyer within the specified period. The Seller's liability ends with the refund of the amount and no other legal and/or criminal liability arises.

0. PROTECTION OF PERSONAL DATA

- 1. Within the scope of the Personal Data Protection Law No. 6698 ("LPPD"), the Buyer's personal data such as name, surname, e-mail address, Turkish Identity Number, bank account information may be processed by the Seller in order to fulfill the debts and obligations arising from this Agreement.
- 2. Detailed information regarding the personal data processed by the Seller regarding the Buyer is shared in the privacy policy on the Website.
- 3. The Seller accepts, declares and undertakes that it will not transfer the Buyer's personal data abroad.
- 4. The recipient's personal data in accordance with the KVKK and other legislation;
- a. Request information about whether or not your data is being processed and how it is being processed,
- a. To learn the purpose of processing and whether they are used in accordance with their purpose,
- a. Knowing the third parties to whom it is transferred,
- a. Requesting correction,
- a. Request deletion of personal data if the reasons requiring processing are eliminated,
- a. Request that the relevant processes be notified to third parties to whom your personal data has been transferred in case of correction or deletion,

- a. Objection to the results obtained as a result of the analysis,
- a. Request restriction of processing and
- a. In case of damage due to unlawful processing, the person has the right to demand compensation for the damage.

0. MATTERS OF WHICH THE BUYER WAS INFORMED IN ADVANCE

- 1. The Buyer accepts, declares and undertakes that he/she has been informed accurately and completely about all general and specific explanations on the relevant pages and sections of the Website, as well as all matters related to the conclusion and implementation of the Agreement, including those listed below, and that he/she has read and understood them before the order is placed and the Contract is established:
- a. Basic characteristics of Products and Services,
- a. Seller's name or title, MERSIS number or tax identification number, contact information and other identifying information,
- a. Tools and methods related to the sales transaction stages during the electronic purchase of Products and Services through integration into the Website or application market,
- a. Electronic contact information where the Seller can obtain information about the Professional Chamber (ITO-Istanbul Chamber of Commerce) to which the Seller is a member and the rules of conduct stipulated by ITO regarding the profession (Phone: 444 0 486, www.ito.org.tr)
- a. Data and processing rules applicable to Buyer information received by the Seller,
- a. Accepted payment methods and instruments for Products and Services, total sales price of Products and Services including taxes,
- a. Procedures regarding the delivery of Products and Services to the Buyer,
- a. Technical protection measures that may affect the functionality of the use of the Products and Services,
- a. Information on the conditions under which the Buyer will lose this right, including not exercising the right in a timely manner, in cases where the Buyer cannot exercise this right,
- a. In cases where the Buyer has the right of withdrawal, the conditions, period and procedure for exercising this right, information on the cargo company that the Seller has determined for the return and all financial matters (including the return method and its cost, the refund of the price subject to the Agreement and the discounts and offsets that may be made due to the reward points earned/used by the Buyer during the return),
- a. Deposits or other financial guarantees to be paid or provided by the consumer upon the Seller's request, if any, and the conditions related to them,
- a. Details of the conditions (special conditions) for benefiting from various opportunities that may be applied from time to time on the Buyer's Website,
- a. Information that, depending on its nature, all other sales conditions included in the Agreement and that after the Agreement is approved and established by the Buyer on the

Website, the Agreement will be sent to the Buyer via e-mail upon the Buyer's request and that the Buyer can access the Agreement from his/her membership account.

a. Information that in case of dispute, the Buyer may apply to the Consumer Court or the Consumer Arbitration Committee.

0. OWNERSHIP AND LIMITATION OF LIABILITY

- 1. The Seller may, from time to time and without any notice, remove the Products and Services or the Website on which they are used for an indefinite period of time or limit access to the Products and Services or the relevant Website.
- 0. The Seller is not responsible for any damages arising from the use of the provided Products and Services by the Buyer.

0. RIGHT OF WITHDRAWAL

- 1. In accordance with Article 9/1 of the Distance Contracts Regulation, the Buyer has the right to withdraw from the contract within 14 (fourteen) days without giving any reason and without paying any penalty.
- 2. The right of withdrawal period begins on the day the Buyer or a third party determined by the Buyer receives the goods in contracts regarding the delivery of goods. However, the Buyer may also exercise the right of withdrawal during the period from the establishment of the contract until the delivery of the goods.
- 3. In case of exercising the right of withdrawal, the address to which the Buyer will return the product is the Seller's address Kemankeş Karamustafapaşa Mah. Ali Paşa Medresesi Sk. Workplace No: 3A Beyoğlu/İstanbul, and within the scope of exercising the right of withdrawal, the Seller may be informed about the exercise of the said right through the communication channels set out in this Agreement.
- 4. If the Buyer exercises his/her right of withdrawal, he/she is obliged to return the Product and Service in question to the Seller within 10 (ten) days from the date on which the Buyer notifies the Seller of the above-mentioned use of his/her right of withdrawal through the Seller's contracted cargo company.
- 5. If the returned product is sent with a cargo company that the Seller has a contract with, the expenses arising from the exercise of the right of withdrawal will belong to the Seller. If the Products and Services are returned with a cargo company other than the one that the Seller has a contract with in the exercise of the right of withdrawal, the return shipment cargo costs will be covered by the Buyer.
- 6. In cases where the Seller is at fault, such as sending the wrong or defective product, the cost of returning the product will be covered by the Seller.

0. CASES WHERE THE RIGHT OF WITHDRAWAL CANNOT BE USED

1. The Buyer cannot exercise the right of withdrawal for Products and Services that are produced in accordance with the Buyer's special requests and demands, or that are personalized by making changes or additions, or that cannot be returned due to their

nature, or that are likely to deteriorate or expire quickly, or for single-use products, or for copyable software and programs.

0. COMPLAINT NOTIFICATION AND DISPUTE RESOLUTION

- 1. The Buyer may notify the Seller of his/her complaints regarding the implementation of the Agreement, Products and Services, and other matters. The Seller will make every effort to resolve the complaint as soon as possible.
- 2. In the implementation of the Agreement, the Consumer Arbitration Committees and Consumer Courts in the place where the Buyer purchased the product or products and where he/she resides are authorized up to the value declared by the Ministry of Trade of the Republic of Turkey.

0. **DIVISIBILITY**

If any provision of this Agreement is deemed invalid, void or for any reason whatsoever, this will not affect the validity or enforceability of the other provisions of the Agreement.

0. EVIDENCE AGREEMENT

The Buyer accepts, declares and undertakes that in disputes that may arise from this Agreement, the Seller's official books and commercial records, database, electronic information and computer records kept on its servers shall constitute binding, definitive and exclusive evidence, and that this article is an evidentiary contract within the meaning of Article 193 of the Code of Civil Procedure No. 6100.

0. **FORCE**

This Distance Selling Agreement consists of 15 (fifteen) articles and has been concluded by being read and approved electronically by the Buyer and has entered into force immediately. The Buyer can access this Agreement from his/her membership account.

Sales person	Buyer
Seller: SANTANYİ AYAKKABI	Name
Address: Kemankeş Karamustafapaşa Mah. Ali Paşa Madrasah Street Workplace	Surname:
No:3A Beyoğlu/İstanbul	Email:
Tel: 0212 292 74 07	
Email: nnormal@nnormal.com	History:
Central Registry Number: 0744047024100014	