

Distant Sales Contract

By clicking "Pay Now" to complete an electronic purchase, you are agreeing to the following contract.

1. PARTIES OF THE CONTRACT

1.1. BUYER

Name:

Address:

Telephone:

E-mail Address:

1.2. SELLER

Title: Aashivs Collection

Address: Atatürk Mah. Eylül Sk. Ziyabey İş Merkezi No: 8 İç Kapi No: 1 Ataşehir/ İstanbul

2. SUBJECT OF THE CONTRACT

The subject of this Contract is to determine the mutual rights and obligations of the Parties hereto as per the provisions of the Act on the Protection of the Consumers and the Regulation on Distance Sales Contracts as well as all other applicable regulations and applications related to the sales/ purchase and delivery of the product(s) with the below stated properties and the sales price ordered by the Buyer via the electronic environment via the website www.aashivscollection.com (hereinafter called "SITE") of the Seller.

3. PRODUCTS SUBJECT TO THE CONTRACT

3.1 The type, quantity, model, color, and sales price of the Product are given on the corresponding pages of the Site.

Payment Type and Plan:

Consignee/ Recipient:

Delivery Address:

Invoice Address:

The Product(s) will be delivered to the address of the BUYER stated above. Even if the BUYER will not be present at the delivery time, the SELLER will be deemed as it has performed its obligations hereunder fully and completely. Therefore, any and all losses and damages due to the late receipt of the Product by the BUYER, any delay in the delivery thereof attributable to the cargo company and/ or the return of the Product to the SELLER shall be solely incurred by the BUYER.

Shipping Fee: Cargo fee shall be added to the order price and paid by the client. It is not included in the product price.

3.2- Payment Type: Credit Card & installments transaction (Please read the explanations below)

At the above section it is provided how many installments will be used to pay the amount of the order to be transmitted to your bank.

The BUYER, based on the fact that the term sales may be conducted only through credit cards issued by the banks, agrees, declares and undertakes that it shall confirm the information related to

the interest rates and delay interests with the bank separately, that the provision on the interest payments and delay interests shall apply pursuant to the credit card contract between the Bank and the BUYER. In installment transactions the provisions of the contract concluded between the BUYER and the bank issued the relevant card shall apply. The payment dates for the credit card shall also be determined between the bank and the BUYER as per their agreement. The BUYER is entitled to follow the number of installments and payments thereof on the account summary to be sent by the bank.

4. GENERAL CONDITIONS

4.1. The BUYER hereby declares that he/she has learned the information on the basic properties, sales price of the Product(s), payment type, and the other preliminary information including delivery information from the website, and that he/she has agreed and confirmed such information via the electronic environment.

4.2. The BUYER shall also be deemed as he/she has agreed that he/she has obtained the information on the basic properties, sales price of the Product(s), payment type and delivery information fully and completely with its agreement on the preliminary information via the electronic environment before the execution of the Distance Contract.

4.3. The Products subject to the Contract shall be delivered to the BUYER or the person/ entity to be designated by the BUYER within the period as prescribed in the preliminary information at the Website depending on the distance of the BUYER to the SELLER provided such period shall not exceed 30 days legally allowed delivery period.

4.4. The shipping fee shall be paid by the BUYER or the SELLER depending on the order. The SELLER may not be held liable for any failure of delivery of the ordered product to the BUYER for any reason whatsoever which is not attributable to the SELLER.

4.5. The SELLER is liable for delivery of the Products fully, completely and robustly, having the properties stipulated in the order and together with warranty certificate and product manuals, if applicable.

4.6. The SELLER may supply product(s) at the same quality and price provided to inform and obtain approval from the BUYER before the expiry of its performance period under the Contract.

4.7. If it will become impossible to conduct the delivery of the product(s) subject to the Contract, the SELLER will inform such situation to the BUYER/ Consumer within the period of performance stipulated in the Contract and return the collected amount from the BUYER to him/her in single amount within 10 days or redeliver the product(s).

4.8. It is required to confirm the preliminary information form via the electronic environment for the delivery of the Products. The SELLER shall be released of its obligations hereunder in the event of non-payment of the price of the Products or any payment will be cancelled from the bank records for any reason whatsoever.

4.9. If the relevant bank or financing institution will not pay the price of the Products to the SELLER due to any unfair or illegal use of the credit cards provided such use will not be due to the faults of the BUYER after the delivery of the Products, the BUYER shall return the Product delivered to him/her to the SELLER within 3 days. The shipping fees related to such return shall be borne by the BUYER.

4.10. The Seller will inform any failure of delivery within the prescribed period due to any force majeure conditions including extremely adverse weather, interruptions in transportation. In such a case, the BUYER may choose any of the followings: (i) cancel the order, (ii) replace the Product(s) with the equivalent product(s), and/or (iii) postpone the delivery of the Products until the ceasing of the force majeure condition. In the event of cancellation of the order by the BUYER, the payment collected from him/ her will be returned to him/her within 10 days in cash and single amount. For the payments performed by the BUYER via credit card the price of the Products shall be returned to the bank within 7 days from the cancellation. Since there will be a banking process related to the return transaction, the BUYER hereby understands and agrees that the SELLER will not be able to control any delays and accordingly shall not be held liable for the period from the return of the amount to the credit card and its reflection in the card account by the bank.

If the BUYER will use its cancellation right, or if the Product subject to the Contract may not be supplied for any reason whatsoever or if it will be decided by the Arbitration Committee to return the price of the order to the Consumer, the return procedure of the amount to the credit card shall be as following:

In the event of return of the goods and services paid through a credit card, the SELLER may not return the collected amount in cash pursuant to its agreement with the bank. The return to the credit card will be conducted as defined above by the bank upon the return of the amount by the SELLER in single amount.

5. DEFAULT AND LEGAL CONSEQUENCES

If the Buyer will fail to make any payment related to the transactions conducted with a credit card, he/she will pay the interest amount and be liable against the bank pursuant to the credit card contract concluded between him/her and the bank. In such case the Bank may use applicable legal remedies; request the refunding of any legal expenses and attorney fees from the Buyer, and the Buyer agrees to pay any losses and damages incurred by the Seller due to the delayed performance of the debt by the Buyer, in any case.

6. RIGHT OF WITHDRAWAL FROM THE CONTRACT

The BUYER is entitled to withdrawal from the contract before the products have been delivered provided the BUYER contacts the SELLER and such an arrangement can be reached. If the BUYER is a wholesale or bulk purchaser they may also be entitled to returns after delivery.

7. PRODUCTS FOR WHICH NO RIGHT OF WITHDRAWAL IS ALLOWED

It is not allowed to return the products unless they are damaged or incorrect deliveries or unsatisfactory (which the SELLER is entitled to decide).

8. REPORT ISSUANCE IN THE EVENT OF DELIVERY OF INCOMPLETE PRODUCTS

If there will be more than one product in the order of the BUYER, the SELLER will be entitled to send the consignment partially. The BUYER is obligated to control the number of the Products whether it fits with the number of the Products indicated on the invoice. The SELLER will issue a separate invoice for any partial consignment delivery. If the number of the products indicated on the applicable invoice are not contained in the consignment the BUYER is obligated to request from the cargo officer to issue a report for missing delivery. Otherwise, it shall be deemed as if the number of the Products specified on the invoice has been delivered to the BUYER completely and without any missing item.

9. SETTLEMENT OF DISPUTES AND COMPETENT JURISDICTION

The Consumer Arbitration Committees and the Consumer Courts located at the place of the BUYER's domicile and the purchase place of Products shall settle any dispute between the Parties related to the Contract up to the value as declared by the Ministry of Customs and Trade (TR). The SELLER is entitled to give its complaints and objections to the Consumer Arbitration Committees and the Consumer Courts located at the place of the SELLER's domicile and the purchase place of Products shall settle any dispute between the Parties related to the Contract up to the value as declared by the Ministry of Customs and Trade (TR) in December each year. The information related to such monetary limit value is as follows:

As effective from 1/1/2012:

* The lower monetary amount on the binding nature of the resolution of the consumer problems arbitration committees in the upper courts or consumer courts as defined in the paragraphs 5 and 6 of the article 22 of the Act Nr 4077 on Consumer Protection as amended is TL 1,161.67.

* Pursuant to the paragraph three of the article 5 of the Regulation on the Consumer Problems Arbitration Committees as published in the Official Gazette Nr 25186 dated 1/8/2003, the lower monetary limit for the disputes that the provincial arbitration committees are obligated to settle in the provinces considered as large cities is TL 3,032.65.

This Contract is concluded for commercial purposes.

SELLER:

BUYER:

DATE: