

## **www.ppm2015.org WEBSITE'S PURCHASING AGREEMENT**

### **Article 1 – Parties of the Contract:**

**SELLER :** Albedo Turizm ve Ticaret Ltd. Sti.

**ADDRESS:** Halaskargazi Caddesi. Uzay Apartmanı No:15

Kat:5 Daire:6 Harbiye-Şişli İstanbul – Turkey

**E-MAIL:** albedo@albedotour.com

**BUYER:** Client

### **Article 2 – Subject of the Contract:**

The subject of this contract is to determine the rights and the obligations of the parties appertaining to the sale and the delivery of the good/service whose sale price is expressed in the contract and containing the mentioned qualifications in the contract, and the good/service which the buyer ordered from the web-site <http://ppm2015.org> which belongs to the seller, in accordance with the provisions of Consumer Protection Laws and Distance Contract Codes of Practice and Implementing Procedures no. 4077. The buyer, in accordance with the provisions of the contract, declare and undertake that s/he is knowledgeable with the basic qualifications of the good/services, the sale price, form of payment, delivery conditions etc. of the said contract and preliminary information of the said contract and the right of "withdrawal", and that s/he has confirmed the whole preliminary information, and that s/he has given the order later on. The preliminary information and the invoice expressed on the payment page of the website <http://ppm2015.org> are the inseparable parts of this contract.

### **Article 3 – Date of the Contract:**

These two copies of the contract having been signed before by the seller were confirmed by the buyer on 09.11.2014 after they were read, and they were concluded in a way that the payment would follow the confirmation.

### **Article 4 – The Delivery of the Good/Service, the Place of Performance of the Contract and the Mode of Delivery:**

The good/service will be delivered to the client in the address Cumhuriyet Caddesi 161/3, which the buyer demanded.

### **Article 5 – The Performance and the Costs of Delivery:**

The delivery costs belong to the customer. The delivery costs belong to the seller providing that s/he has declared that s/he will meet the delivery costs of the customers who have shopped over the amount s/he has declared on the website. The delivery will be made as early as possible after the cost has been transferred to the bank account of the seller and as long as the stocks are available. The seller undertakes to deliver the good/service within 30 (thirty) days following the order, and s/he reserves the right to extend the additive period of 10 (ten) days within that period by means of a written notification. In the event that the cost is not paid due to any particular reason, or that it is cancelled in the bank records, the seller shall be deemed as s/he quits the liability for the delivery of the good/service.

#### **Article 6 – The Representations and the Warranties of the Buyer:**

The buyer shall examine the contract good/service before accepting it, and s/he shall not receive any squashed, broken, torn-packaged etc. damaged and defective good/service from the cargo delivery company. The good/service received shall be deemed as faultless and steady. The charge to protect the good/service after the delivery belongs to the buyer. If the right of withdrawal is to be used, then the good/service shall not be used. The invoice shall be returned. In the event that the relevant bank or financial foundation does not pay the good/service charge to the seller due to the abuse of the credit card of the buyer illegally by the unauthorized people after the delivery of the good/service, all of which does not stem from the flaw of the buyer, the buyer shall be supposed to return the good/service to the seller within 3 (three) days on condition that it be delivered to him/her. In this respect, the delivery costs are charged to the buyer.

#### **Article 7 – The Representations and the Warranties of the Seller:**

The seller is liable to deliver the contract good/service in a steady, complete state and compatible with the qualifications expressed in the order and if any, along with the warranty and manuals. If the contract good/service is to be delivered to someone else/some other foundation other than the buyer, the seller cannot be held responsible of the denial of the delivery by the individual/foundation to which the delivery will be made. The seller shall return the cost of the good/service and, if any, precious documentary within 10 (ten) days after he has received the withdrawal declaration. S/he shall accept the return within 20 (twenty) days. On reasonable grounds, the seller may procure another one with the same quality and cost before the expiry of the performance period. If the seller begins considering that the performance of the good/service becomes impossible, then s/he shall notify the buyer about this before the expiry of the performance of the contract. Defective and faulty goods/services out of or not out of the goods/services which are sold by warranty can be returned back to the seller so as to provide the required maintenance or fixation within the warranty conditions; in this respect, the delivery costs shall be met by the seller.

#### **Article 8 – The Features of the Contract Good/Service:**

The sale cost including all taxes, the color, the brand/model, the quantity, the type and the kind of the good/service is as stated in the information expressed on the

introductory good/service page on the web-site named <http://ppm2015.org>, and as stated in the invoice counted as an inseparable part of this contract.

**Article 9 – The Cash Price of the Good/Service:**

The cash price of the good/service is available in the sample invoice e-mailed as the finalized order and in the invoice content sent to the client with the product.

**Article 10 – The Forward Price:**

The price of the good/service after the dues is available in the sample invoice e-mailed as the finalized order and in the invoice content sent to the client with the product.

**Article 11 – The Interest:**

It shall not exceed the interest rate determined by the Turkish Republican Government each year, and it shall not surpass %30 at discretion.

**Article 12 – The Cost of the Advance Payment:**

The cost of the advance payment of the good/service is available in the sample invoice e-mailed as the finalized order and in the invoice content sent to the client with the product.

**Article 13 – The Redemption Plan:**

In the event that the buyer makes his/her shopping by means of a credit card and on installments, the form of the installment which s/he chooses on the website shall be valid. The relevant provisions of the contract are valid, which has been signed between the buyer and the bank who owns the credit card concerning the installments. The due date of the credit card is determined by the provisions of the contract between the bank and the buyer. Furthermore, the buyer can keep the track of the installments and the payments on the statement of account sent by the bank.

**Article 14 – The Right of Withdrawal:**

The buyer can use his/her right of withdrawal within 7 (seven) days beginning from the delivery of the contract good/service to himself/herself or to the individual/foundation s/he has given as the delivery address. In order for the right of withdrawal to be used, it is a stipulation that the seller notify the customer services via e-mail or phone, and that the good/service not be used within the framework of the 15th provisions of the article and in accordance with the preliminary information

published on the website <http://ppm2015.org>, which is an inseparable part of this contract. In case of using this right, the return of the original copy of the invoice concerning the good/service delivered to a third party or the buyer is a must. The good/service charge shall be refunded to the buyer within 7 (seven) days following the delivery of the notification in regard to the right of the withdrawal, and the good/service shall be retaken within 20 (twenty) days. Unless the original copy of the invoice is sent, no VAT and other legal liabilities if any shall be returned to the buyer. The delivery cost of the good/service returned due to the right of withdrawal shall be met by the seller.

**Article 15 – The Goods/Services on Which the Right of Withdrawal Cannot Be Used:**

The goods/services which cannot be refunded are listed as follows due to their qualifications: the goods/services which are perishable and expired, the goods/services for single use, hygienic the good/services, any kind of software and programs which are duplicable. Furthermore, In order for the right of withdrawal to be used in the computer and stationery consumable materials (toner, cartridge, strip) of various media (Dvd, Cd etc.) and in cosmetic materials, there is the stipulation that the package of the good/service not be opened, distorted, or used.

**Article 16 – The Default Case and the Legal Consequences:**

In the event that the buyer fails to meet the financial obligations in the procedures s/he has carried out via his/her credit card, s/he shall have to pay an interest within the framework of the credit card contract signed between him/her and the bank. In this case, the relevant bank may take legal actions, and it may demand the fee of attorney and the expenses from the buyer, and under any condition where the buyer fails to meet the financial obligations, s/he undertakes to meet the burden of losses of the seller created due to the delayed performance of the debt.

**Article 17 – The Authorized Court:**

In controversies stemming from this contract, Arbitration Committee for Consumer Problems are authorized up to the value declared by the Ministry of Industry and Commerce, and the Consumer Courts exceeding the expressed value, and Civil Courts of General Jurisdiction in places where none of them can be found.