

## **1. THE PARTIES**

Below is the distance between the Contractual Sales Contract ("CONTRACT"), whose information is included in Article 6 ("BUYER") and the information in Article 4 ("SERVICE PROVIDER") and in Article 5 ("SELLER"). was established in electronic environment within the framework of specified terms and conditions.

## **SUBJECT 2**

The subject of the Agreement is the determination of the rights and obligations of the parties in accordance with the Law No. 6502 on the Protection of the Consumer, the Regulation on Distance Contracts and other relevant legal provisions regarding the sale and delivery of the product, which the seller sells to the Buyer, whose qualities and sale price are specified below.

## **3. ESTABLISHMENT OF THE AGREEMENT**

3.1 The buyer accepts that he has read, understood and is aware of his rights and obligations. The buyer agrees that he / she has reached a complete conclusion that the transactions within the scope of the contract are in his own interest and with all his own free will.

3.2 The seller and the buyer agree that the terms of the contract do not have an unfair condition, and that there is no injustice in terms of the balance of interests.

## **4. SERVICE PROVIDER INFORMATION**

Title: [www.freshflowersturkey.com](http://www.freshflowersturkey.com)

Address: Org. İzzet Aksular Cad. No: 47 Y . Levent / Istanbul Tel: +90 553 132 2111 (Customer Service Line) E-mail: [freshflowersturkey@gmail.com](mailto:freshflowersturkey@gmail.com)

## **5. SELLER INFORMATION**

Title: [www.freshflowersturkey.com](http://www.freshflowersturkey.com)

Address: Org. İzzet Aksular Cad. No: 47 Y . Levent / Istanbul Tel: +90 553 132 2111 (Customer Service Line) E-mail: [freshflowersturkey@gmail.com](mailto:freshflowersturkey@gmail.com)

## **6. BUYER INFORMATION**

Name Surname: Your Name and Surname

Tel: Your Phone Number

E-Mail: Your Email Address

## **7. CONTRACT SUBJECT PRODUCT INFORMATION**

The type, quantity, brand / model, number of colors, sales price, form of payment, as stated below:

Type of Goods / Products / Services: Flower Delivery

Full address, fax number or e-mail information to which the withdrawal notification will be made:

Title: [www.freshflowersturkey.com](http://www.freshflowersturkey.com)

Address: Org. İzzet Aksular Cad. No: 47 Y . Levent / Istanbul Tel: +90 553 132 2111 (Customer Service Line) E-mail: [freshflowersturkey@gmail.com](mailto:freshflowersturkey@gmail.com)

Carrier Information on Return: Cargo

### **Product Delivery Times**

Delivery of Flower, Gift, Edible Flower products will be made within the date and time range you select during order creation. No clear delivery date information can be shared in shipments made with cargo. Your delivery takes place within the estimated timeframe shown to you at the order stage.

### **Product Delivery Processes**

a) If the buyer (the person to be delivered) cannot be found while the order is being delivered, delivery can be made to the persons who can deliver the order to the buyer with his name and signature. Information about the person receiving the order is sent to the sender (RECIPIENT) via sms and e-mail . Deliveries to public and private institutions are made within the framework of their own delivery procedures.

b) No fee is charged from the SMS sent to the consumer (BUYER), when the customer calls the customer service number +90 553 132 2111, and also after this contract is formed, to inform the consumer (BUYER) of the order.

## **8. GENERAL PROVISIONS**

8.1 The Buyer declares that he has read and informed all the preliminary information related to the basic qualities, sales price and form of payment, and delivery of the product subject to the Contract specified in Article 7, and has given the necessary confirmation in electronic form.

8.2 The product subject to the contract is delivered to the Buyer or the person / organization at the address indicated in the preliminary information, depending on the distance of the Buyer's location for each product, provided that it does not exceed the legal 30 (thirty) day period. If the seller acts against this obligation, the consumer may terminate this Agreement. In the event of termination of the Agreement, the Seller shall reimburse all payments, including delivery costs, if any, within 14 (fourteen) days from the date on which the notice of termination reaches him, with the legal interest set in accordance with the relevant legislation and, if any, all the precious debt that consumes the consumer. must return documents and similar documents.

8.3 If the product subject to the contract is to be delivered to another person / organization from the Buyer, the Seller cannot be held responsible for the failure of the person / organization to be delivered.

8.4 The seller is responsible for the delivery of the product subject to the Contract in accordance with the qualities specified in the order. Provided that it is based on a just cause, the Seller may fulfill its obligation of performance arising from the Contract by providing goods and services of equal quality and price with the approval of the Buyer. The seller may inform the Buyer about the change by phone, or by e-mail if it cannot be reached by phone. The SELLER cannot be held responsible for delays and damages incurred in fulfilling the contractual commitment until the Seller informs the Buyer about the said situation until the Buyer is informed about the approval.

8.5 For the delivery of the product subject to the contract, this Agreement must be confirmed electronically and the price of the order subject to the contract must be paid. If, for any reason, the product price is not paid or canceled in the bank records, the Seller is deemed free from the obligation to deliver the product.

8.6 The seller is obliged to notify the Buyer in writing or with a permanent data keeper within 3 (three) days from the date he learned the situation in cases where the performance of the goods or services subject to the order becomes impossible. In this case, the Seller shall return all collected payments, including delivery costs, to the Buyer within 14 (fourteen) days at the latest from the date of notification.

8.7 The seller is responsible for the losses and damages that occur until the delivery of the goods to a third person determined by the Buyer or the Buyer other than the carrier.

8.8 In case the Buyer requests the goods to be sent with another carrier other than the carrier determined by the Seller, the Seller is not responsible for any loss or damage that may occur from the delivery of the product to the relevant carrier.

8.9 The service offered by the seller is for the consumer within the scope of retail sales; The Seller reserves the right to cancel the order and not to deliver the products even if this Agreement is established if the Buyer suspects that he has a resale purpose.

8.10 The product subject to the contract is delivered to the Buyer or the person / organization at the address indicated in the preliminary information on the website to the Buyer or the person / organization at the address indicated in the preliminary information, depending on the distance of the Buyer's location. It is. The seller sends the products it sells to the Buyer through the shipping companies and delivers them. Unless otherwise stated otherwise, delivery costs (shipping costs, etc.) belong to the Buyer. The seller may not reflect all or part of the delivery costs to the Buyer depending on the results of the campaigns carried out at the time of sale and announced on the website .

## **9. RIGHT TO WITHDRAWAL**

In accordance with the Law No. 6502 on Consumer Protection and the relevant provisions of the Distance Contracts Regulation;

9.1 Consumer; In distance contracts regarding the sale of goods, it has the right to withdraw from the contract within 14 (fourteen) days from the date of receipt of the goods without showing any justification and without penalty. However, the consumer may also exercise his right to withdraw from the establishment of this Agreement until the delivery of the goods. It is sufficient that the notification that the right of withdrawal has been used has been directed to the seller or provider in writing or with a permanent data storage within this period. In order for our customers to use their right of withdrawal, they must fill in the return form forwarded with the product and deliver the product to the Cargo company with the return form. In determining the duration of the right of withdrawal;

- a) The day of receipt of the last good of the consumer or the third party determined by the consumer in the goods that are the subject of single order,
- b) On the goods consisting of more than one part , the day when the consumer or the third party determined by the consumer receives the last part,
- c) A particular In contracts where the goods are delivered regularly during the period of time, the day when the consumer or the third person determined by the consumer receives the first goods is taken as basis.

9.2 The right of the consumer to withdraw;

- a) To the goods prepared in line with the wishes or personal needs of the consumer,
- b) To the delivery of the goods that may deteriorate quickly or may expire,
- c) From the goods whose protective elements such as packaging, tape, seal, package have been opened after delivery; To the delivery of those whose return is not suitable in terms of health and hygiene,
- d) Goods that are mixed with other products after their delivery and cannot be separated by nature,
- e) Book, digital content and material provided in the material environment if the protective elements such as packaging, tape, seal, package are opened after the delivery of the goods. computer supplies,
- f) Submission of periodicals, such as newspapers and magazines, other than those provided

under the subscription contract , g) Leisure

time for accommodation, goods transport, car rental, food-beverage supply and entertainment or rest evaluation,

h) electronically immediate performance of the service or consumers to instantly delivered to intangible goods,

ii) the duration of the right of withdrawal before the end, consumer services started to be carried out with the approval and

j) Price depending on fluctuations in the financial markets and changing vendor or does not apply to contracts for goods or services that are not under the control of the provider.

9.3 In the event that the consumer uses his right of withdrawal, the seller or supplier is obliged to return the total amount he has received within 14 (fourteen) days at the latest after the notification of the withdrawal, and all kinds of documents and similar documents that put the consumer in debt without charge.

9.4 The consumer shall not be responsible for the changes and distortions that occur if they use the goods within the withdrawal in accordance with their operation, technical features and instructions for use.

9.5 If the consumer uses the right to withdraw, if the seller sends the goods back through the carrier stated in the preliminary notification, he will not be responsible for paying the costs associated with the return. In case the seller does not specify any carrier for return in the preliminary information, no fee can be claimed from the consumer regarding the return cost. In the event that the carrier specified in the preliminary information for return does not have a branch in the location of the consumer, the seller is obliged to ensure that the goods to be returned are received from the consumer without any additional charges.

9.6 The consumer is obliged to return the goods to the seller within 10 (ten) days of the notification that the seller uses the right of withdrawal, unless the seller makes a proposal that he will take the goods back.

9.7 As stated in the paragraph a in paragraph 1 of Article 15 of the Regulation on Distance Contracts, consumers do not have the right to withdraw. Our customers do not have the right to withdraw because the edible flowers and gifts (personal products) products are prepared personally in accordance with the subparagraph 1 of article 15 of the Regulation. In addition, since Edible Flowers and Gifts (Personalized Products) orders are prepared specially for our customers, our customers do not have the right to cancel, change and / or withdraw their orders after the order has been placed and the products have been prepared.

9.8 Orders with the status "Delivered to Cargo" cannot be canceled during the cargo delivery stage.

9.9 For orders with the status "Delivered to Cargo", our customers are required to return the cargo to the cargo company without opening the product box. 9.1. provisions in the article are

reserved.

## **10. EVIDENCE AGREEMENT AND AUTHORIZED COURT**

10.1 Reseller records (including records in magnetic media such as computer-sound recordings) constitute definitive evidence for the resolution of any dispute arising from this Agreement and / or its implementation. The Parties acknowledged that in cases of disputes arising from the implementation and interpretation of the Agreement, the Consumer Courts of the Buyer and Seller shall be competent in cases exceeding the Consumer Arbitration Committees within the monetary limits determined within the framework of the legislation.

10.2- Information on the monetary limit is as follows:

For 2020 to be made to consumer Jury values in the application:

- a) 6920 Turkish Lira in disputes under the District Consumer Arbitration Committee,
- b) in the province of Metropolitan status 6920 Turkish Lira with the mismatch between 10,390 Turkish Lira City Consumer Arbitration Committee,
- c) non-metropolitan status yl of the center Provincial Consumer Arbitration Committees in disputes under 10.390 Turkish Lira,
- d) Provincial Consumer Arbitration Committees are responsible for disputes between 6.920 Turkish Lira and 10.390 Turkish Lira in districts that are not in metropolitan status.