

DISTANCE SALES CONTRACT

Article 1– Parties

1.1. Seller

- **Trade Name:** Özdisan Elektronik Sanayi ve Ticaret A.Ş.
- **Address:** DES Sanayi Sitesi 104 Sokak A07 Blok No: 54 - 56, Yukarı Dudullu / Ümraniye / Istanbul, Türkiye
- **Phone:** +90 216 420 1882
- **MERSIS (Central Registration) No:** 0683-0033-7910-0011
- **E-mail:** info@ozdisan.com

1.2. Buyer

- **Name, Surname/Trade Name:**
- **ID Number/Tax Number:**
- **Address:**
- **Phone:**
- **E-mail:**

Article 2– Subject Matter

This Contract is intended to define and govern the respective rights and obligations of the parties pursuant to Turkish Code of Commerce, the Code of Obligations and the Consumer Protection Law no. 6502 and the Regulations on Distance Contracts regarding and in connection with the sales and delivery of the goods for which an order is electronically placed by the Buyer on the Seller via www.ozdisan.com and whose characteristics and sales fee are described below.

The Buyer agrees and represents that all preliminary information about the goods to be sold have been provided in matters related to the sales price, payment terms, delivery terms and expenses, including taxes, and the basic features of the goods to be sold and about the name, trade name, full address, telephone and other access details; that he has been clearly understandably and electronically informed about the use of the “withdrawal” right and how to use that right, and the governmental authorities to whom he may submit complaints and objections; that he has confirmed such preliminary information electronically and that he has subsequently ordered goods.

The preliminary information posted at www.ozdisan.com and the invoice issued upon the order placed by the buyer form an integral part of this agreement.

Article 3– Details of Contractual Products/ Payments/ Delivery and Invoice

3.1. The following describes the details about the type/ kind of product(s) purchased online, and their quantity and brand/ model and sales price and payment terms and the recipient of the delivery and the invoice details and cargo fees.

- **Product name/ code:** [Product Name, Code]
- **Quantity:** [on the basis of units]
- **Total Sales Price:** [XX TL/USD]

- **Payment Terms:** [Credit Card/ Bank Transfer (EFT)]
- **Recipient:** [Buyer's name and surname]
- **Phone number:** [Phone number]
- **Delivery address:** [Delivery address]
- **Natural/ Legal Person to whom the invoice is to be issued:** [Invoice name /Entity name]
- **Invoice address:** [Invoice address]
- **Tax Office:** [Tax Office]
- **Tax Registry (ID) Number:** [Tax Registry (ID) number]
- **Cargo fee:** [XX TL/USD]

3.2. The invoice recipient and the person who signs the contract must be the same person. The above-mentioned details should be correct and full. The buyer agrees to indemnify all losses that may arise from incorrect or incomplete details above. The buyer shall also assume all responsibilities that may arise therefrom.

3.3. The Seller reserves its right to check if the details provided by it to the Buyer are correct and true. If the Seller finds out any problem in the order, it shall try to contact the Buyer by using the phone number, e-mail or mail addresses provided to the Buyer. Unless the Buyer is contacted, the Seller shall suspend the processing of the order for 15 (fifteen) days. The Buyer shall be expected to contact the Seller during this time.

3.4. If no reply is received from the Buyer during that time, the Seller shall be entitled to cancel the order so that neither Party shall be prejudiced or harmed. In the case of cancellation, the price paid by the Buyer shall be refunded.

3.5. If the delivery address is in a country other than Türkiye, the shipment costs and the potential extra customs expenses shall be borne by the Buyer. The Buyer shall also be liable for taxes, costs or other additional fees that are attributable to customs operations, which shall be excluded from the product price.

Article 4- Contract Date and Force Major Events

4.1. Contract Date:

The date of this Contract shall be __/__/__, which is the date on which the order is placed by the Buyer.

4.2. Force Major events:

A Force Major event is an event that does not exist or is unforeseen at the execution date of the Contract and that is beyond the control of the parties and that render it impossible for either or both of the parties to perform their respective obligations and liabilities hereunder in part or in full at all or to perform them late. Force major events include, without limitation, the following:

- a) Acts of God (earthquakes, flood, fire etc.),
- b) State of war, terrorism acts, insurrection, uprising or civil war,
- c) Any change to the applicable legislation,
- d) Acts and interventions by the government (confiscation, expropriation etc.)
- e) Strikes and lockouts,
- f) Critical failures and power outage in manufacture and communication facilities,

4.3. Force Major Notice

The party that is affected from a Force Major event shall be obliged to notify this event to the other party immediately and in writing.

4.4. Obligations of the parties during the Force Major event:

Neither party shall be held responsible for its failure to perform its obligations hereunder during the term of the Force Major event. Neither Party may assert any claim against the other Party during that term.

4.5. Right to terminate:

Where the Force Major event lasts longer than 30 (thirty) days, each Party shall have the right to terminate the agreement unilaterally.

Article 5- Rights and obligations of the Seller

5.1. The Seller agrees and undertakes to perform its contractual obligations in full pursuant to the Consumer Protection Law no. 6502 and the Distance Contracts Regulation except for Force Major events.

5.2. No shopping permission to minors:

By shopping at www.ozdisan.com, the Buyer undertakes that he is older than 18 (eighteen) years old. The Seller may not be held liable for any transaction carried out by minor users, who are underage.

5.3. Price mistakes due to system errors:

The Seller shall not be liable for any mistakes in prices attributable to system faults at www.ozdisan.com. The Buyer may not assert any right against the Seller on the grounds of such mistakes.

5.4. Payment Methods:

Shopping at www.ozdisan.com is possible by using credit cards (Visa, MasterCard etc.) or making a bank transfer. The seller shall start to process an order as soon as the payment is received by the seller accounts. If no payment is made within 2 (two) business days after an order is placed by choosing either of money transfer/ EFT payment methods, your order shall be cancelled.

5.5. Payment notice form

In the case of payments by means of a bank transfer, it is mandatory to complete a "payment notice form". The Seller shall not be held liable for any delay arising from the incomplete or erroneous completion of this form.

5.6. Technical specifications of the product:

Technical specifications of the products that are ordered by the buyer shall be set out on the manufacturer's documentation. The Seller may not be held liable for faults arising from the data submitted by the manufacturer. Technical data and visuals posted at the web site are only for convenience and not binding.

5.7. Difference between the visual and the physical product:

There may be differences between the product on the visual and the delivered product in terms of color, size and letters/ inscription. Technical data that shall prevail in respect of the product are the

ones submitted by the manufacturer.

5.8. Technical data updates:

While the Seller shall try to keep and update the technical data supplied by the manufacturer, the full conformity with the stocked products may not be guaranteed.

5.9. External links:

The Seller shall not bear any liability for external links provided over www.ozdisan.com and their contents. The use of the data collected from external links shall be fully at the Buyer's responsibility.

5.10. Use of technical data

Technical data that are posted at www.ozdisan.com may not be used by the buyer for commercial or other purposes whatsoever.

5.11. Orders placed outside office hours:

Orders that are placed outside office hours and on weekends or public holidays shall be processed on the first business day after the payment is credited to the accounts,

5.12. Inventory changes:

Where one product is simultaneously ordered by two different buyers, this may lead to changes in stocks. The final product stock is the products that are approved by the system at the time of the order placement.

5.13. Price volatilities:

There may be price volatilities due to the changes in FX rates during the shopping. Final prices are those ones set out in the order approval e-mail.

5.14. "Obsolete" products:

Products that are marked as "Obsolete" at the web site are those products that are discontinued by the manufacturer and that are no longer available. The entire liability for these products rests with the buyer.

5.15. Equivalent products:

The Seller shall make any proposal for substitute products based on technical data but may not guarantee that they are correct and true. The ultima discretion for the use of the substitute products shall rest with the buyer.

5.16. Order sub-limit

The sub-limit for orders to be placed by visiting www.ozdisan.com shall be 2 dollars, VAT excluded.

5.17. Campaigns and promotions

The seller reserves its right to cancel or change campaigns and promotions offered at its web site without any prior notice.

5.18. Cargo fee:

Cargo fee shall be borne by the buyer for all orders with a value less than 1.000TL., and it shall be charged to the invoice sum regardless of the delivery method for the order.

5.19. Shipment on the same day:

For all orders that are to be placed until 14:00, the Seller reserves its right to ship the order next day, depending on the total number of ordered items. The same-day shipment guarantee depends on the seller's operational position and the conditions of the cargo companies. The Seller may not be held liable for the failure to fulfil the promise in question.

5.20. Minimum package quantity:

Product prices may change depending on the number of minimum package quantity. A discount may be applied to orders above the minimum package quantity.

Article 6- Rights and obligations of the Buyer

6.1. The Buyer agrees and undertakes to perform his contractual obligations in full except for force major events.

6.2. The Buyer agrees and undertakes that by placing an order, he has agreed the terms and conditions hereof and that he shall make payment in line with the payment terms described herein.

6.3. The Buyer agrees and represents that he has clear and understandable preliminary data and information about the sales price, payment terms, delivery terms and expenses, including taxes, and the basic features of the goods to be sold and about the name, trade name, full address, telephone and other access details and how to use the "withdrawal" right and the governmental authorities to whom he may submit complaints and objections; that he has confirmed such preliminary information electronically

6.4. The Buyer represents that he has read and is familiar with the order/ payment/ usage procedure data at www.ozdisan.com, which sets out the product order and payment conditions and the instructions for the use of the products and any measures adopted against potential issues and any warning regarding them and that he has given the necessary confirmation electronically.

6.5. The Buyer agrees and undertakes that if he wishes to return the product, he shall not cause any damage to the product or its packaging; that the product bandrol shall not have been torn away or destroyed; that he shall not have used it in any way and replaced or substituted with any other product; that he shall return the original copy of the invoice and the delivery note at the time of return.

6.6. If the product is to be returned due to a defect or fault in it, it shall undergo a technical inspection after it is received by the seller through the cargo company. If the product's return is acceptable based on the consenting/ conformity report issued following that inspection, the Buyer shall be contacted, and either the product shall be replaced or its price shall be refunded. These procedures shall be completed within 10 (ten) days in total.

6.7. If **SENSECAP M1 LORAWAN GATEWAY** is among the products that are ordered by the Buyer at www.ozdisan.com, the Buyer shall be deemed to have accepted the articles set out in ANNEX-1 Protocol in addition to this contract.

6.8. The Buyer agrees, represents and undertakes that he is not subject to any economic sanction enforced by Türkiye, the European Union or the United States of America; that he shall not sell

those products that he buys from ÖZDİSAN ELEKTRONİK PAZARLAMA SANAYİ VE TİCARET A.Ş. to any individual or entity that acts in breach of the sanctions; that he shall not use them in a manner that would violate the sanctions.

6.9. Certain products offered on www.ozdisan.com require additional documentation for quotation and sales processes. The buyer is responsible for providing the additional documents specified by the seller accurately and completely in order for the products to be quoted and/or the sales transactions to be completed. If the requested documents are not provided or if the information contained within the documents is deemed insufficient for the sales transaction by the seller or the product manufacturer, the quotation and sales processes for the respective products cannot be carried out.

Article 7- Order/ Payment Procedure

Order:

7.1. Total TL price of products that are added to the shopping cart, VAT included, (the total amount of instalments in the case of instalment shopping) shall be processed over the POS device for the relevant debit card after the approval from the receiver. Therefore, an order approval e-mail is sent to the buyer before the shipment of the order. No shipment shall be made unless an order approval e-mail is sent.

7.2. Orders may be placed over www.ozdisan.com only for those products that are available in stocks. All other inventory details are only for information purposes and are closed to sales over the system.

7.3. Minimum Order Quantity: refers to the smallest quantity at which a product that is available in stocks may be sold. An order may be placed in minimum order quantity and its times in the event of a shopping to be made over www.ozdisan.com No purchase is allowed if the order is below the minimum order quantity or beyond its times.

7.4. In the case of a problem or a credit card issue in the course of the order, the buyer shall be informed by one or several means agreed in the agreement, including phone, facsimile or e-mail. If necessary, the buyer may be prompted to talk to his bank. In the case of a purchase made by using a debit card, credit card or a wallet, the entire order value must be paid out of your card in order to process your order. In the case of a payment by means of bank transfer or EFT, your payment must be credited to the seller's bank account in order to process your order.

7.5. As an exception, if the contractual good may not be supplied due to justified reasons and/ or there is a stocking problem and where the buyer gives his approval after he is duly informed, then another product of equivalent quality and price may be shipped, or a new order may be dispatched in line with the buyer preferences. The buyer may cancel the order or wait for that the product shall be available in stocks again or other conditions that prevent delivery shall be no longer applicable.

7.6. In circumstances where it is impossible to deliver the contractual good, the buyer shall be informed and thereupon the contract shall be cancelled after the total price paid by him along with any document that puts him under debt, if any, are refunded and returned to him at the latest within 10 (ten) days. In this case, the buyer shall not be entitled to claim any additional moral or material damages against the seller.

Payment:

7.7. Cash transfer or EFT method is available for a buyer who is unwilling to use a debit card or a credit card for payment at www.ozdisan.com. The buyer may choose such bank that suits him and effect the payment in the case of the payment option for money transfer or EFT. If an EFT is made, the date on which the payment is credited to the account shall be taken into account to call it a valid payment. At the time of payment by money transfer or EFT, the sender's details should be identical to the invoice details and the order number should be written on the bank description column and the transferred sum should be the exactly full amount payable. The order shall be cancelled in the case of money transfers that are not made within 2 (two) business days following the order placement.

7.8. Where the buyer declared at the time of order placement that he shall make payment by means of a money transfer or EFT, he should complete the **Payment Notice Form** after the order placement. The fields on the form about the buyer's payment bank and the sender and all other details should be completed in full.

The seller shall not be held liable for any delay that arises from the failure to complete this form at all or if the form is incomplete.

7.9. For any purchase made over www.ozdisan.com, product prices are quoted in US dollar. When the order is completed and the payment window appears, the price shall be converted to Turkish lira (TRY) at the then applicable FX rate for American dollar and the invoicing shall be completed.

7.10. Where, before the delivery of the product, the buyer's credit card is used by unauthorized parties for reasons beyond the buyer's negligence and the relevant bank or finance institution does not pay the price of the product to the seller, then the buyer shall be obliged to return the product that has been already delivered to it within **10 (ten)** days, provided that the shipment costs shall be at the expense of the buyer.

7.11. Where the buyer has chosen the credit card payment option, he shall be responsible to check and find out the applicable interest rates and the default rate by contacting his bank. The buyer agrees, represents and undertakes that the provisions applicable to the interest and default interest rates shall be applicable in line with the "**Credit Card Agreement**" made between the buyer and the bank.

Article 8- Shipment/ Delivery Procedure

Shipment:

8.1. After the order approval e-mail is sent, the product(s) shall be delivered to the contracted cargo company with which the seller has a deal.

Deliver:

8.2. Product(s) shall be delivered to such specified address of the buyer by the contracted cargo company with which the seller has a deal. The delivery term shall be 30 (thirty) days following the execution of the contract and the shipment of the order approval e-mail.

This term may be extended by 10 (ten) days in maximum on the condition that the buyer shall be informed in writing in advance or by means of a continuous data carrier.

8.3. For deliveries to abroad outside Türkiye, additional time periods arising from **customs**

operation shall be further added to the delivery term. The buyer agrees that these additional time periods may result in a delay in delivery. The seller shall not be liable for this kind of delays.

8.4. The buyer agrees that the seller reserves its right to cancel the sales without offering any just cause whatsoever, depending on the location of the delivery site. Moreover, the products shall be shipped in regions where cargo companies do not make deliveries upon a notice by phone.

8.5. In areas where the cargo companies make deliveries on one single day in a week, there may be delays in delivery terms in the case of **wrong or missing shipment details, social incidents or acts of God**. The buyer may not hold the liable as responsible for this kind of delays.

8.6. If the product is to be delivered to an individual or entity other than the buyer, the buyer shall be responsible for extra cargo fees or delays that may arise from wrong shipment details and/ or the fact that the buyer may not be reached at the delivery address or the recipient does not accept the delivery.

8.7. Delivery problems that may arise from the failure to deliver the products to the buyer within designated time frames shall be immediately reported to the customer care department by sending an e-mail to info@ozdisan.com.

Damaged Packages

8.8. A damaged package shall not be accepted and an official report shall be issued along with and in presences of the cargo company staff. If the staff is in the opinion that the package has not been damaged, the package should be unwrapped there and its contents should be checked to see if the products are delivered in sound condition and this should be also documented in an official report.

8.9. After the buyer takes delivery of the package, the cargo company shall be deemed to have fulfilled its duties. If the package is not accepted and an official report is issued in that regard, an e-mail along with the copy of the report should be sent to the following e-mail address as soon as possible to notify the case to the customer care department: info@ozdisan.com

Article 9- Procedure for the right to return the product or to withdraw from the contract

9.1. The buyer may return the goods by exercising his right to withdraw from the contract within 14 (fourteen) days without citing any condition whatsoever in line with the Consumer Protection Law no. 6502 after he takes delivery of the good(s) purchased by it from the cargo company.

In order to exercise his right to withdraw, he may launch the procedure to return the product(s) in the **“Cancellation and Return”** option available on **My Orders → Order Detail** at www.ozdisan.com.

If the product(s) to be returned under that right shall be sent via the cargo company with which the seller has a deal, no cargo fee shall be charged to the buyer.

Conditions for returns are as follows:

- a) The “Reasons for Return“ under the “Cancellation and Return“ tab should be completed in full in order to administer the process fast and completely.

- b) A return request should be made at the latest within 14 (fourteen) days following the delivery by the cargo company of the order to the buyer. Unless the procedure for return is launched within that term, the right to withdraw shall become null and void.
- c) **Pursuant to the Tax Procedure Code no. 385**, the “return” sections at the bottom of the invoice for product(s) shall be completed and signed, and the products should be returned within 10 (ten) days following the date on which the withdrawal notice together with the delivery note, if any, are received.
- d) In the case of returns where the invoice is issued to a legal person, a return invoice should be sent. No corporate return is made without return invoice.
- e) Original packages and/ or packages prepared by the seller must be in **unpacked, not tampered, undamaged condition with the bandrols remaining intact and not torn**. The return of a product shall not be acceptable if these conditions are not met.
- f) The return of any custom design product shall not be accepted. The return of this kind of products is not possible because they are customarily and exclusively designed during the production stage.
- g) **Özdisan Real packaging type is designed specifically based on the buyer demand**. Therefore, unless there is an error attributable to the seller, the return of this kind of customized products is not possible.

9.2. When conditions above are met, returned product(s) shall be inspected by the seller, and where necessary, by their manufacturer, to see if they are eligible for return. This inspection may take a time between 1 (one) and 14 (fourteen) days.

Where the return is found to be acceptable, the product price shall be refunded through the payment method that the buyer has used to make the payment originally. This may take 10 (ten) days in maximum. In the case of refunds to the Debit Card or Credit Card, the seller may not be held liable for delays attributable to the bank.

9.3. In the case of a decrease in the value of the product that is received by the buyer or if the return becomes impossible, then this will not prevent the exercise of the withdrawal right. But, if the loss in value or the impossibility to return is attributable to a buyer fault, then the buyer shall be obliged to indemnify the seller against the loss of value in the good or the value itself.

Where the seller is in the opinion that the goods return by the buyer are not an acceptable condition, it shall be obliged to inform the buyer about it at the latest within 3 (three) days following the date on which the delivery of goods is accepted by the seller.

9.4. In the case of card purchases, if the good or service is to be returned, then the seller may not make cash refund to the buyer as this is not allowed under its agreement with the bank. The seller shall notify the return to the bank via the applicable software and shall refund the return price to the bank in cash or as a set-off.

Refunds to the credit card shall take place in line with the bank’s applicable procedures and it shall be under the bank’s responsibility. The seller may not be held liable for delays attributable to the bank.

9.5. For commercial operations that do not fall within the scope of the **Consumer Protection Law no. 6502**, such provisions of Turkish Code of Commerce shall be applicable to defective products,

latent defects or returns. This kind of commercial operations shall be subject to the law of commerce and returns and other disputes shall be settled according to Turkish Code of Commerce.

Article 10 – Warranty

10.1. www.ozdisan.com shall assist the buyer in that the buyer may commence the warranty procedures within such term designated by the manufacturer for those products that are purchased from that manufacturer and is eligible to a manufacturer warranty that is transferable. The buyer shall be under the obligation to make sure that the defective or faulty product that he wishes to return is received by the seller.

10.2. If the product that the buyer wishes to return is discovered to be a counterfeit or unauthentic product, then the seller shall have the right to take all actions dictated by the applicable laws. Then the buyer shall be liable for all civil and legal liability that may arise therefrom.

10.3. www.ozdisan.com does not offer any concrete and positive warranty policy for the products supplied by it outside the manufacturers. A warranty shall be fully at the discretion of the seller for this kind of products. The seller does not accept any liability as a result of a claim that may be asserted under these conditions.

10.4. Any repair or replacement procedures in the case of a product purchased over www.ozdisan.com and subject to a warranty shall be carried out by the **manufacturer** or its **authorized service dealer**. The seller shall not bear any liability for such repair or replacement works and shall be only obliged to give notice and information about the warranty procedures. The seller shall not be liable for user faults not eligible to the warranty.

10.5. The seller's warranty liability shall only be applicable and valid for those consumers falling within the scope of the Consumer Protection Law no. 6502. For commercial purchases, the provisions of Turkish Code of Commerce shall be applicable.

Article 11 – Confidentiality

11.1. The information that the buyer submits on this contract as well as any data that he shares with the seller for payment purposes may not be disclosed by the seller to third parties. The seller may disclose such information only to meet administrative and legal obligations. Any data that is required from the seller in the case of documented judicial investigations may be submitted to the competent authorities if the seller has them in its possession.

11.2. Credit card details shall be in no event stored and they shall be used only to get an authorization after they are securely passed onto the relevant banks in the course of the collection. These details shall be deleted from the system following the authorization.

11.3. The buyer's contact details, including his e-mail, mail address or phone number shall be used by the seller only for a standard delivery procedure and information purposes. Campaign details as well as specific information about new products and promotions shall be sent at specific times only after the buyer's approval.

11.4. Where the site security is breached or the terms of use are violated by the buyer in a manner

that constitutes a crime, such details and data that are required to find out the criminal and initiate legal proceedings may be disclosed to law enforcement officers.

Article 12- Web Site Security

12.1. www.ozdisan.com uses GeoTrust TLS ECC CA G1 protocol, one of the most secure encryption systems developed for a secure communication. This protocol is an encryption method that secures the data transmission that is executed over computer networks.

12.2. When you log in the site through a secure browser, you shall have transmitted your data to us in the most secure manner.

Article 13- Access to the web site, the protection of account credentials

13.1. In order to make purchases at www.ozdisan.com; the buyer is required to create a user name and password. This user name and password shall be determined by and belong to the buyer only.

13.2. Use name and password should be correct and complete. User name and password shall be accepted as the buyer's ID and it is the buyer who shall be fully responsible for the security and confidentiality of this identity.

13.3. The buyer shall be fully responsible for any transaction that is executed by different persons or entities over the site by using the buyer's ID credentials. For this reason, where the buyer notices an unauthorized log-in by using his ID details, he shall immediately send a notice to info@ozdisan.com in this respect.

13.4. www.ozdisan.com reserves its right to monitor and modify or erase a buyer's ID credentials at its sole discretion.

13.5. No data is safe or secure fully in Internet environment. Potential risks associated with your personal data are in the user's responsibility. The buyer agrees that no data is safe or secure in Internet environment. While www.ozdisan.com may employ the most advanced security systems, the buyer agrees that there is always a risk that these credentials may be captured by ill-willed parties and that the seller shall not be responsible in case such risks are realized.

Article 14- Jurisdiction over disputes

14.1. Consumer Arbitration Panels shall be competent over any disputes arising from the performance of this contract up to such value declared by the Ministry of Industry and Trade every December, and those Consumer Courts in the venue where the buyer or seller is domiciled shall have jurisdiction over them for disputes above that value.

14.2. Istanbul Anatolian Side Courts and Execution Offices shall have jurisdiction over any dispute that may arise from commercial operations that do not fall within the scope of the Consumer Protection Law no. 6502.

14.3. When the order is executed, the buyer shall be deemed to have agreed with all terms and conditions applicable to it.

Date: .../.../...

Seller: Özdisan Elektronik Sanayi ve Tic. A.Ş.

Buyer: