



WORLD
TÜRKİYE

PRELIMINARY INFORMATION FORM (FM WORLD KOZMETİK İTH. İHR.VE TİC. A.Ş.)

1. PARTIES AND SUBJECT

Preliminary Information Form covers the rights and obligations in accordance with the provisions of the Law No. 6502 on the Protection of Consumers - Regulation on Distance Contracts (RG:27.11.2014/29188) of the parties in relation to the sale and delivery of the product/products that the SELLER sells to the CUSTOMER/BUYER, the description and sales price of which are specified below.

By accepting this preliminary information form, the BUYER accepts in advance that by approving the order, BUYER will be under the obligation to pay the price of the order and the additional fees, if any, such as shipping fee and tax, and that BUYER has been informed about it.

2. SELLER INFORMATION

Company Name: Fmworld Kozmetik Ürünler İthalat İhracat ve Ticaret Anonim Şirketi
Adres : Kemalpaşa Mah. Eski Hamam Sk. Gakko Kervansaray NO:1 İç kapı No: 42 İzmit/KOCAELİ
Phone Number: 0-212-293-1819
E-mail: info@tr.fmworld.com

Return address:Arvato SCS

Orhanlı Orta Mah. Atayolu Cad. Öztaş Sok. No:8/1 G Blok, Tuzla
34956 İstanbul

Courier company to use for returns:

Yurtiçi Kargo

3. BUYER INFORMATION

Recipient:
Delivery address:
Telephone:
Email:

4. PRODUCT/PRODUCTS INFORMATION SUBJECT TO CONTRACT

4.1 The basic features of the Good/Product/Products/Service (type, quantity, brand/model, color, number) are published on the website of the SELLER. The basic features of the product can be found both on the relevant page where the product is listed, on the order summary page and below. If there is a special offer organized by the seller, you can examine the basic features of the relevant product during the offer. It will be valid within the dates of the special offer.

4.2 Prices listed and announced on the site are sales price. Advertised prices and promises are valid until they are updated and changed. Prices announced for a period of time are valid until the end of the specified period.



4.3 The sales price of the goods or services subject to the contract, including all taxes, is shown in the table below.

Product Description	Qty	Unit cost	Subtotal (incl. KDV)
Shipping/Handling			
Total:			

Payment Method and Plan:

Delivery address:

Recipient:

Billing address:

Order date:

Delivery method:

5. GENERAL PROVISIONS

5.1. The BUYER accepts, declares and undertakes that he has read the preliminary information about the basic characteristics, sales price, payment method and delivery of the product subject to the contract on the website of the SELLER and that he/she is informed and gave the necessary confirmation in the electronic environment. Confirming the Preliminary Information electronically, prior to the establishment of the distance sales contract, BUYER accepts, declares and undertakes that he/she has obtained the address, the basic features of the ordered products, the price of the products including taxes, payment and delivery information accurately and completely.

5.2 The BUYER will be able to use the following payment methods. The Buyer agrees and declares that it has all the necessary legal permissions/status regarding the payment method chosen.

- Credit Cards: We accept: Visa, American Express ve Master Card

- Electronic bank transfers

Name on the account : FMWORLD KOZMETİK ÜRÜNLER İTHALAT İHRACAT VE TİCARET A.Ş.

Bank info: GARANTİ BANKASI- TRY- KOCAELİ Branch: 717 Account No: 56967451

IBAN: TR91 0006 2000 7170 0006 2945 81 8 (TRL).

5.3. Each product subject to the contract is delivered to the BUYER or the person and/or organization at the address indicated by the BUYER, within the period specified in this preliminary information form, depending on the distance from the BUYER's place of residence, provided that it does not exceed the legal period of 30 days. If the product cannot be delivered to the BUYER within this period, the BUYER reserves the right to terminate the contract.

5.4 In the event of absence of the BUYER at the provided shipping address at the time of delivery, the SELLER shall be deemed to have fulfilled its obligation fully and completely. In the event that there is no one to receive the package at the address, it will be the BUYER's responsibility to follow up the shipment of the products by contacting the courier company. If the product is to be delivered to a person/organization other than the BUYER, the SELLER cannot be held responsible if the



person/organization to be delivered is not present at the address or not accepting the delivery. In these cases, any damages arising from the late delivery of the product by the BUYER and the expenses incurred due to the fact that the product has been waiting in the courier company and/or the package is returned to the SELLER is covered by the BUYER.

5.5 In general, unless otherwise stated, the delivery costs (shipping fee, etc.) belong to the BUYER.

5.6. The SELLER undertakes to deliver the product subject to the contract in full, in accordance with the qualifications specified in the order, and with warranty documents, user manuals, if any, free from all kinds of defects. SELLER accepts, declares and undertakes to perform the work within the principles of accuracy and honesty with the information and documents required by the work in accordance with the standards and legal regulations, to maintain and increase the service quality, to show the necessary care and attention during the performance of the work and to act with prudence and foresight.

5.7. The SELLER may supply a different product of equal quality and price, by informing the BUYER and by obtaining its explicit approval, before the contractual obligation expires.

5.8. The SELLER accepts, declares and undertakes that if it is impossible to fulfill the service subject to the order, SELLER will notify the consumer in writing within 3 days from the date of learning of this situation and return the total price to the BUYER within 14 days.

5.9. The BUYER accepts, declares and undertakes that he/she will confirm this Preliminary Information Form electronically for the delivery of the product subject to the contract, and that the SELLER's obligation to deliver the product subject to the contract shall expire if the contractual product price is not paid for any reason and/or is canceled in the bank records.

5.10. After the delivery of the product subject to the contract to the person and/or organization at the address indicated by the BUYER or the BUYER, as a result of the unlawful use of the BUYER's credit card by unauthorized persons, if the price of the product subject to the contract is not paid to the SELLER by the relevant bank or financial institution. It accepts, declares and undertakes that it will return it to the SELLER within 3 days at the BUYER's expense.

5.11. The SELLER accepts, declares and undertakes to notify the BUYER of the situation if the product subject to the contract cannot be delivered in due time due to force majeure situations that develop outside the will of the parties, are unpredictable and prevent and / or delay the fulfillment of the obligations of the parties. The BUYER also has the right to demand from the SELLER the cancellation of the order, the replacement of the product subject to the contract with its precedent, if any, and/or the postponement of the delivery period until the impediment is removed.

In case of cancellation of the order by the BUYER, the amount of the product is paid to him in cash and in full within 14 days in the payments made by the BUYER in cash. In the payments made by the BUYER by credit card, the product amount is returned to the relevant bank within 14 days after the order is canceled by the BUYER. It may take 2 to 3 weeks on average to reflect the amount returned to the credit card by the SELLER to the BUYER's account by the bank. The seller accepts, declares and undertakes that it cannot be held responsible.



5.12. The BUYER is responsible for checking the product as soon as it is received and when he/she sees a problem with the product caused by the carrier, is responsible for not accepting the product and filing a report to the courier company representative. Otherwise, the SELLER will not accept responsibility.

6. BILLING INFORMATION

Name/Surname/Title:

Address :

Telephone :

Email/username:

Delivery of invoice: The invoice will be delivered to the billing address along with the order at the time of delivery.

7. THE RIGHT OF WITHDRAWAL

7.1. In distance contracts related to the sale of goods, BUYER, within 14 (fourteen) days from the date of delivery of the product to BUYER or the person/organization at the address indicated, provided that the SELLER is notified, may use his/her right to withdraw from the contract by rejecting the goods without any legal or criminal liability and without giving. In distance contracts related to service provision, this period starts from the date of signing the contract. Before the expiry of the right of withdrawal, the right of withdrawal cannot be exercised in service contracts where the performance of the service has started with the approval of the consumer. The costs arising from the use of the right of withdrawal belong to the SELLER. By accepting this contract, the BUYER accepts in advance that he has been informed about the right of withdrawal.

The BUYER sends the goods back to the SELLER with the courier company indicated above within 10 (ten) days from the use of his right of withdrawal. As long as the BUYER sends the goods to be returned to the SELLER with the indicated courier company of the SELLER specified in the preliminary information form, the return shipping cost belongs to the SELLER. If there is no contracted courier company branch of the SELLER in the place where the BUYER is located, the BUYER may send it with any courier company, in this case the shipping cost belongs to the SELLER. In case the SELLER sends the goods to be returned by the BUYER with a courier company other than the contracted courier company specified in the Preliminary Information Form, the SELLER is not responsible for the return shipping cost and the damage incurred during the shipping process.

7.2 In order to exercise the right of withdrawal, the SELLER must be notified within 14 (fourteen) days in the way specified on the website www.tr.fmworld.com and the product must not be used within the framework of the provisions of the "Products for which the Right of Withdrawal cannot be exercised" regulated in this contract. If this right is exercised,

7.2.1 While the goods are returned to the SELLER, the original invoice submitted to the BUYER during the delivery of the goods must also be returned by the BUYER. (If the invoice of the product to be returned is corporate, it must be sent with the return invoice issued by that company when returning it. Order returns whose invoices are issued on behalf of the company cannot be completed unless a RETURN INVOICE is issued.)

7.2.2. Return form must be filled.



7.2.3. The Goods to be returned within the scope of the right of withdrawal should be returned in its box, packaging, if any, standard accessories, if any, other products gifted with the Goods must be returned completely and undamaged.

7.2.4. The SELLER is obliged to return the total price and the documents that put the BUYER under debt to the BUYER within 10 days at the latest from the receipt of the withdrawal notification and to return the goods within 20 days.

7.2.5. If there is a decrease in the value of the goods due to the BUYER's fault or if the return becomes impossible, the BUYER is obliged to compensate the SELLER's losses at the rate of the BUYER's fault. However, the BUYER is not responsible for the changes and deteriorations that occur due to the proper use of the goods or products within the period of the right of withdrawal.

7.2.6. In case of falling below the campaign limit amount set by the SELLER due to the exercise of the right of withdrawal, the discount amount used within the scope of the campaign will be cancelled.

7.2.7 In cases where the BUYER uses his right of withdrawal, or when the product subject to the order cannot be supplied for various reasons, or in cases where a decision is made to refund the BUYER with the decisions of the arbitration committee, if the purchase is made with a credit card and in installments, the procedure for returning to the credit card is as follows:

The refund will be made with the same amount of installments as at the time of purchase. After the SELLER has paid the entire product price to the bank at once, in the case the installment expenditures made from the Bank's POS are to be returned to the BUYER's credit card, the requested refund amounts are transferred by the Bank to the bearer's accounts in installments so that the parties involved do not become wronged. The installment amounts paid by the BUYER until the cancellation of the sale, if the return date and the card's account statement dates do not coincide, 1 (one) refund will be reflected on the card each month, and the installments paid by the BUYER before the return, after the installments of the sale are over, will take as many months as the number of installments paid before the return and will be deducted from their current debts.

8. PRODUCTS WITH NO RIGHT OF WITHDRAWAL

The BUYER cannot use the right of withdrawal in the following contracts:

8.1. a) Contracts for goods or services whose price changes depending on the fluctuations in the financial markets and which are not under the control of the seller.

b) Contracts for goods prepared in line with the consumer's wishes or personal needs.

c) Contracts for the delivery of perishable or expired goods.

d) The goods whose protective elements such as packaging, tape, seal, package have been opened after delivery; contracts for the delivery of cosmetics and personal care products, underwear products, swimwear and bikini bottoms, make-up materials and disposable products that are not suitable for health and hygiene and are not suitable for return.

e) Contracts for goods that are mixed with other products after delivery and cannot be separated due to their nature.

f) Contracts for books, digital content and computer consumables, data recording and data storage devices offered in material media if protective elements such as packaging, tape, seal, package are opened after the delivery of the goods.



g) Contracts for the delivery of periodical publications such as newspapers and magazines, except those provided under the subscription contract.

h) Contracts for accommodation, transportation, car rental, food and beverage supply, and leisure time for entertainment or recreation, which must be made on a certain date or period.

i) Contracts for services performed instantly in the electronic environment or for intangible goods delivered instantly to the consumer.

j) Contracts regarding services that are started to be performed with the approval of the consumer, before the expiry of the right of withdrawal.

8.2. The SELLER can make its applications regarding complaints and objections, within the monetary limits specified in the law below, to the arbitral tribunal or the consumer court for consumer problems in the place of residence of the consumer or where the consumer transaction is made. Information on the monetary limit is below:

a) District consumer arbitration committees in disputes whose value is less than 4,000,00 (four thousand) TL, pursuant to Article 68 of the Law No. 6502 on the Protection of Consumers,

b) Provincial consumer arbitration committees in disputes with a value less than 6,000,00 (six thousand) TL,

c) In provinces with metropolitan status, applications are made to the provincial consumer arbitration committees in disputes with a value between 4,000,00 (four thousand) TL and 6,000,00 (six thousand) TL.

This Agreement is made for commercial purposes.

DATE:

