



WORLD TÜRKİYE

DISTANCE SALES AGREEMENT (FM WORLD KOZMETİK İTH. İHR.VE TİC. A.Ş.)

1. PARTIES

This Distance Sales Agreement ("Agreement") has been established electronically between the parties below within the framework of the terms and conditions set forth below.

A. 'BUYER'; (hereafter referred to as "BUYER" in the contract)

NAME-SURNAME:
ADDRESS:

B. 'SELLER'; (hereafter referred to as "SELLER" in the contract)

NAME-SURNAME: FM World Kozmetik Ürünler İthalat İhracat ve Ticaret Anonim Şirketi
ADDRESS: Kemalpaşa Mah. Eski Hamam Sk. Gakko Kervansaray NO:1 No: 42 İzmit/KOCAELİ

By accepting this contract, the BUYER accepts in advance that if the subject of the contract approves the order, he 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 he has been informed about it.

2. DEFINITIONS

In the application and interpretation of this contract, the terms written below shall express the written explanations in front of them.

MINISTER: Minister of Trade,

MINISTRY: Ministry of Trade,

LAW: Law on Consumer Protection No. 6502,

REGULATION: Distance Contracts Regulation (OG:27.11.2014/29188)

SERVICE: The subject of any consumer transaction other than the supply of goods made or promised to be made in return for a fee or benefit,

SELLER: The company that offers goods to the consumer within the scope of its commercial or professional activities or on behalf of the seller or on behalf of the supplier,

BUYER: The real or legal person who acquires, uses or benefits from a good or service for commercial or non-professional purposes,

SITE: The website of the SELLER



CUSTOMER: The actual or legal person who requests a good or service through the website of the SELLER, www.tr.fmworld.com,

PARTIES: SELLER and BUYER,

AGREEMENT: This contract concluded between the SELLER and the BUYER,

PRODUCT OR PRODUCTS: It refers to the movable goods subject to shopping and the software, sound, image and similar intangible goods prepared for use in the electronic environment.

REGULATION: Distance Sales Regulation

3. SUBJECT and SCOPE OF THE AGREEMENT

This Agreement is subject to the provisions of the Law No. 6502 on the Protection of the Consumer and the Regulation on Distance Contracts, regarding the sale and delivery of the product, the qualities and sales price of which are stated below, which the BUYER has ordered electronically through the SELLER's www.tr.fmworld.com website. Regulates the rights and obligations of the parties accordingly.

Prices listed and announced on the site are actual selling prices. Advertised prices and promises are valid until they are updated and changed. Preliminary information and invoice on the payment page of www.tr.fmworld.com are integral parts of this contract. The Buyer is deemed to have accepted all the terms of this contract at the time of the order. Prices listed and announced on the site are sales prices. Prices announced for a period of time are valid until the end of the specified period.

This Agreement is complemented by the "Privacy Policy" available on the website www.tr.fmworld.com.

4. SELLER INFORMATION

Company Name: FM World Kozmetik Ürünler İthalat İhracat ve Ticaret Anonim Şirketi
Address: Kemalpaşa Mah. Eski Hamam Sk. Gakko Kervansaray NO:1 İç kapı No: 42 İzmit/KOCAELİ
Phone: 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

5. BUYER INFORMATION

Person to receive the delivery:
Delivery address:
Phone:
Email/username:



6. PRODUCT/PRODUCTS INFORMATION SUBJECT TO CONTRACT

6.1. The basic features of the Good/Product/Products/Service (type, quantity, brand/model, color, number) are published on the website of the SELLER. 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.

6.2. 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.

6.3. The sales price of the products on the website may be changed by the Seller from time to time. Such changes will not affect the order already placed by the Buyer.

6.4. Value added tax (KDV) is included in the sales prices stated on the website.

6.5. Shipping costs are not included in the sales price stated on the website; shipping fee will be added to the price of the purchased products.

6.6. The sales price of the goods or services subject to the contract, including all taxes, is shown 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:

6.7. The shipping fee, which is the product shipping cost, will be paid by the BUYER.

7. BILLING INFORMATION

Name/Surname/Title:

Address:

Phone:

Fax:

Email/username:

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



8. GENERAL PROVISIONS

8.1. 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 is informed and gave necessary confirmation in the electronic environment. The BUYER, as a consumer, can deliver their requests and complaints to the above SELLER contact information and/or the channels provided by the Platform. 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 .

8.2. 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

8.3. Each product subject to the contract is delivered to the person and/or organization at the address indicated by the BUYER or the BUYER within the period specified in the preliminary information section of the website, 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. In the event that the BUYER or the person to be delivered is not at the address at the time of delivery, the SELLER is not responsible for the damages and expenses caused by the BUYER's late delivery and/or non-delivery of the product.

8.4. The SELLER undertakes to deliver the product subject to the contract completely, in accordance with the qualifications specified in the order, and with the warranty documents, user manuals, if any, with the information and documents required for the job, 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.

8.5. The SELLER may supply a different product with equal quality and price, by informing the BUYER and by obtaining her/his explicit approval, before the contractual performance obligation expires.

8.6. The SELLER accepts, declares and undertakes that if it is impossible to fulfill the product or service subject to the order, it 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.

8.7. The BUYER accepts, declares and undertakes that he/she will confirm this Agreement electronically for the delivery of the Product subject to the Contract, and for any reason if product is not paid for and/or it is canceled in the records of the bank or the financial institution, the SELLER's



obligation to deliver the contractual product will end,. The BUYER accepts, declares and undertakes that the SELLER has no responsibility for the payments made to the SELLER by the bank and/or financial institution, but for which a declined code is sent by the bank and/or financial institution for any reason.

8.8. 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 SELLER's expense.

8.9. The SELLER accepts, declares and undertakes to notify the BUYER if the product subject to the contract cannot be delivered in due time due to force majeure situations that develop beyond the will of the parties, are unpredictable and prevent 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 delay of the delivery period until the impediment is removed. In case the order is canceled by the BUYER, if the product amount is paid 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.

8.10. The SELLER has the right to reach the BUYER for communication, marketing, sending a notice and other purposes by letter, e-mail, SMS, phone call and other means through the address, e-mail address, landline and mobile phone lines and other contact information specified in the registration form on the site or updated later by him/her. By accepting this contract, the BUYER accepts and declares that the SELLER may engage in the above-mentioned communication activities.

8.11. The BUYER shall inspect the goods/services before receiving them; dented, broken, torn packaging, etc. damaged and defective goods / services will not be received from the courier company. The goods/services shall be deemed to be undamaged and intact if accepted. The responsibility of carefully protecting the goods/services after delivery belongs to the BUYER. If the right of withdrawal is to be used, the goods/services should not be used. The invoice must be returned.

8.12. If the BUYER and the credit card holder used during the order is not the same person, or if a security vulnerability is detected regarding the credit card used in the order before the product is delivered to the BUYER, the SELLER shall request from BUYER to provide an identity and contact information of the credit card holder and the statement of the previous month of the credit card used in the order or to submit a letter from the bank of the card holder stating that the credit card belongs to him/her. The order will be on hold until the BUYER provides the information/documents subject to the request, and if the aforementioned demands are not met within 24 hours, the SELLER has the right to cancel the order.

8.13. The BUYER declares and undertakes that the personal and other information provided while registering to the website belonging to the SELLER are true, The BUYER declares and undertakes that he/she will immediately indemnify all damages incurred by the BUYER due to the inaccuracy of this information, upon the first notification of the SELLER, in cash and in full.



8.14. The BUYER accepts and undertakes from the beginning to comply with the provisions of the legal legislation and not to violate them when using the website of the SELLER. Otherwise, all legal and penal liabilities that may arise will bind the BUYER completely and exclusively.

8.15. The BUYER should not use the SELLER's website in any way that disrupts public order, violates public morals, disturbs and harass others, for an unlawful purpose, infringing on the material and moral rights of others. In addition, the BUYER cannot engage in activities (spam, virus, trojan horse, etc.) that prevent or make it difficult for others to use the services.

8.16. Links to other websites and/or other content that are not under the control of the SELLER and/or owned and/or operated by other third parties may be given over the website of the SELLER. These links are provided for the purpose of providing ease of orientation to the BUYER and do not support any website or the person who operates that site and do not constitute any guarantee for the information contained in the linked website.

8.17. The member who violates one or more of the articles listed in this contract will be personally and criminally liable for this violation and will keep the SELLER free from the legal and penal consequences of these violations. Also; In the event that the incident is referred to the legal field due to this violation, the SELLER reserves the right to claim compensation against the member due to non-compliance with the membership agreement.

9. THE RIGHT OF WITHDRAWAL

9.1. 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 any reason. 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.

9.2. 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,

a) The BUYER sends the goods back to the SELLER with the contracted courier company within 10 (ten) days from the use of his/her right of withdrawal.

b) 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 together with the return invoice issued by that company when returning it. Order returns whose invoices are issued on behalf of a company cannot be completed unless a RETURN INVOICE is issued.)



c) Return form must be filled,

d) The box, packaging, standard accessories, if any, to be returned within the scope of the right of withdrawal, must also be returned as a complete and undamaged item.

e) The SELLER is obliged to return the total price to the BUYER, provided that the product requested to be returned is delivered to the SELLER within 14 days at the latest from the receipt of the withdrawal notification.

f) 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.

g) 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.

g) 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 arbitral 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 by the bank in 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.

10. PRODUCTS WITH NO RIGHT OF WITHDRAWAL

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

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

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 offered in material environment if protective elements such as packaging, tape, seal, package are opened after the delivery of the goods.

g) Contracts for the delivery of periodicals such as newspapers and magazines, other than 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.

11. IN CASE OF DELIQUENCY AND LEGAL CONSEQUENCES

The BUYER accepts, declares and undertakes that he/she will pay interest within the framework of the credit card agreement between the cardholder and the bank, and be liable to the bank in case of delinquency in making the payment for transactions made with that credit card. In this case, the relevant bank may take legal action; also may claim the costs and attorney's fees may arise from the BUYER, and in any case, if the BUYER defaults due to its debt, the BUYER accepts, declares and undertakes that he will pay the damage and loss suffered by the SELLER due to late payment.

12. AUTHORIZED COURT

Complaints and objections in disputes arising from this contract shall be made to the arbitral tribunal or the consumer court- in the place of residence of consumer or where the transaction is made - within the monetary limits specified in the law below:

a) To district consumer arbitration committees in disputes with a value less than 2,000,00 (two thousand) TL, as per Article 68 of the Law No. 6502 on the Protection of Consumers,

b) Provincial consumer arbitration committees in disputes with a value less than 3,000,00 (three thousand) TL,

c) In the provinces with metropolitan status, applications are made to the provincial consumer arbitration committees in disputes between 2,000,00 (two thousand) TL and 3,000,00 (three thousand) TL.

This Agreement is made for commercial purposes.

13. NOTICES AND EVIDENCE AGREEMENT

a) All kinds of correspondence to be made between the Parties under this Agreement will be made via e-mail, except for the obligatory cases listed in the legislation.

b) In case of disputes that may arise from this Agreement, states that the official books and commercial records of the SELLER, electronic information and computer records kept in its own database and servers will constitute binding, definitive and exclusive evidence, within the meaning of Article 193 of the Code of Civil Procedure. The buyer accepts, declares and undertakes that it is in the nature of a contract.



14. ENFORCEMENT

The contract has been concluded and took effect by being approved by the BUYER electronically. When the BUYER makes a payment for the order placed on www.tr.fmworld.com, he/she is deemed to have accepted all the terms of this contract. A copy of the contract is available in the BUYER's membership account and can also be sent by e-mail upon request.

DATE:

