

Distance Sales Contract

ARTICLE 1- PARTIES

SELLER

Commercial Title: PİKOTV Software Tic. Ltd. Sti.

Address: Baris Sok. Gani KIZIL Apt. No: 12 Atakent Mah. Umraniye Istanbul Turkey

Phone: +90 216 412 13 35

E-mail: info@kizil.com

Web: www.pikotv.com

BUYER

Name - Surname / Title:

Tax Administration /

TC Identity / Tax Number:

Address:

Telephone :

E-mail:

ARTICLE 2-CONTEXT AND SCOPE OF THE CONTRACT

The Contract has been issued in accordance with the Law on the Protection of Consumers and the Regulation on Distance Agreements. The parties to this Agreement acknowledge and acknowledge that they understand and understand the obligations and responsibilities arising from the Law on the Protection of Consumers and the Regulation on Distance Agreements under this Agreement. The subject of this agreement is that the Purchaser, PİKOTV Software Tic. Ltd. Sti. Sale and delivery of goods with the qualifications specified in the contract, ordered electronically by www.pikotv.com and / or other domain names linked to the service ("Website") belonging to the Service ("PİKOTV"), the determination of the rights and obligations of the parties in accordance with the provisions of the Law on the Protection of Consumer and the Regulation on Distance Agreements.

ARTICLE 3 - FUNDAMENTAL CHARACTERISTICS AND BUSINESS OF THE CONTRACT



Delivery Fee:

BUYER undertakes to pay the shipping costs completely and completely to the RED ONLY if the goods belong to the ordered products and if not otherwise agreed. The PURCHASER will make payment by credit cards and debit cards. PURCHASER, unless otherwise stated, must also pay PiKOTV the cost of the cargo / transportation fee for which the firm and its price are determined during the purchase. RED has the right to request extra shipping / handling costs in non-standard sizes or in weighted shipments or shipments to settlements outside the cargo / transport area. The shipment will be completed within (7) business days.

Delivery address :

People to be delivered:

one.

2nd.

Billing address :

ARTICLE 4 - FINANCING DELIVERY AND DELIVERY METHOD

The Contract has entered into force with the consent of the Buyer and shall be effected by the delivery of the Goods for which the Buyer has purchased from the Seller to the Buyer. The goods will be delivered to the buyer's order form and to the person / person in the address indicated in the contract.

ARTICLE 5 - DELIVERY EXPENSES AND ISSUES

The cost of delivery of goods belongs to Buyer. If the seller declares that the delivery fee will be met on its website, the delivery costs will belong to the Seller. Delivery of goods; The seller's stock is available and is made during the commitment period after the payment is made. Seller shall deliver the Goods within 30 (thirty) days from the date of receipt of the order by the Purchaser and reserve the right to extend the period of additional 10 (ten) days by written notification within this period. If, for any reason, the Buyer does not pay the Commodity or the payment made is canceled in the bank records, the Seller shall be deemed to be free from the obligation to deliver the Commodity.

The Buyer shall be liable for any damage caused by the Buyer giving the wrong address or avoiding delivery at the time of delivery, or if the delivery is not due to the Buyer's actions and conduct.

ARTICLE 6 - REPRESENTATION AND COMMITMENT OF THE RECEPTION

The Buyer declares that it has read and understood the preliminary information uploaded by the Seller in relation to the basic characteristics of the contractual subject matter in the Website, the selling price and the form of payment and the delivery, and gives the necessary confirmation in

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electronic form. Buyers can reach their requests and complaints in the capacity of Consumer with the channels included in above Seller's contact information.

The Buyer has confirmed that by confirming this Agreement and the Pre-Disclosure Form in electronic form, the address which must be given by the Seller prior to the execution of the distance contracts, the basic features of the ordered products, the prices of the products including the taxes, payment and delivery information are also accurate and complete It happens. The Purchaser will inspect the Contract before the goods are received, destroyed, ripped, etc. Damaged and defective In the event of receiving delivery from a freight cargo company, the responsibility is entirely at his / her own risk. The Goods received by the buyer from the cargo company officer shall be deemed to be undamaged and sound. After delivery, Mal's liability and damages are owned by Buyer. In case the bank or the financial institution fails to pay the price of the goods to the Seller for the reason that the credit card belonging to the Buyer is used unauthorizedly or unlawfully against the unauthorized persons due to the fault of the Buyer after the delivery of the Goods, To the Seller within 3 (three) days. In this case, the delivery expenses belong to Buyer.

The buyer agrees and agrees that he agrees with the product and the code in the contract of sale at the moment of concluding the sales contract and in this direction the buyer has clearly accepted that he will not be asking for the color change by showing the screen calibration reason.

The buyer accepts and acknowledges that there may be discrepancies in processing after the purchase by accepting that the samples seen on the website are products processed by professional tailors.

ARTICLE 7 - SELLER'S DECLARATION AND COMMITMENT

The Seller shall be responsible for delivering the goods to the Buyer in accordance with the Consumer Legislation and in accordance with the qualifications specified in the order and with the guarantee documents and manuals. The seller is obliged to notify the Buyer as soon as possible if he can not deliver the goods within the contractual period due to force majeure or extraordinary circumstances which prevents the shipment. Contract subject If the goods are to be delivered to another person from the Buyer, Seller can not be held responsible.

ARTICLE 8 - CALLING RIGHT

The Buyer shall have the right to withdraw from the contract without any legal and criminal liability and without any justification or within 14 (fourteen) days from the date on which the contract is signed, and that the Seller shall recover the merchandise from the date of receipt by the Seller of the notice of withdrawal The seller is committed. The notice of withdrawal and other notices relating to the contract will be sent to the seller and to the seller communication information channel mentioned above. In order to use the right of withdrawal, it is obligatory to notify the Seller in accordance with the provisions of the legislation. If the right to withdrawal is used: a) Returned



goods must be returned to the buyer or to the third party with the above informed notice. b) The box, packing, and if any standard accessories of the products to be returned within 7 (seven) days must be delivered in complete and undamaged condition. The right of withdrawal shall be refunded to the buyer within 10 (ten) days following the receipt of the information. When returned to the Product Seller, the original receipt submitted to Buyer must be returned at the time of product delivery. Return shipping cost belongs to the seller. The refundable portion of the invoice that will be returned with the product will be filled in and signed by the Buyer and returned.

ARTICLE 9 - RELEASES WHICH CAN NOT BE USED FOR SEATING

The right to withdraw can not be used in the following cases:

a) Before the end of the right of revocation, the contract of service of the Consumer,

b) Commodities whose prices are determined on the stock exchange or other organized markets

c) Contracts for the delivery of goods which are prepared in the direction of the consumer's wishes or expressly for his or her personal needs and which are not suitable for return due to their nature and which are dangerous for immediate deterioration or which are likely to expire

h) Packaged and unpacked products and cases where the right of withdrawal under the legislation can not be used.

If the sales contract product is sold as a ball, the return will not be accepted if the product is opened / torn.

ARTICLE 10 - PRIVACY

In the event that the BUYER accepts the option of 'storage of credit card information by RED' by PİKOTV during the membership of the RECIPIENT, the RECIPIENT acknowledges, declares and undertakes that it consents to it. The said information shall not be used by PİKOTV for any other purpose except for legal purposes and shall not be shared with other members and shall be kept confidential by PİKOTV.

The PURCHASER is responsible for sharing credit card information, bank and account information and their passwords with third parties. RED does not accept any responsibility.

THE PARTIES acknowledge and agree that the business is obligated to share the trade secrets obtained by this contract with respect to each other with the third parties, and otherwise is liable for damages to be incurred.

ARTICLE 11 - PROTECTION OF PERSONAL DATA

The buyer has shared with the buyer; Any kind of personal data defined as personal data within the scope of "Law No. 6698 on the Protection of Personal Data" and other laws shall be preserved by PİKOTV Software Tic. Ltd. Sti. In this scope, PİKOTV Software Tic. Ltd. Sti. shall explain to the Buyer how it will process the personal data in accordance with the contractual relationship and



transfer the personal data to the domestic and foreign countries. together with the e-mail address given to the contractor, if it is necessary or necessary to obtain information about the personal data, delete, destroy, correct, appeal, claim removal requests can be sent in writing to the company headquarters the customer may be able to communicate with the telephone line provided in the

ARTICLE 12 - TERMINATION OF THE AGREEMENT

RED has the right to terminate the contract unilaterally and without compensation in the event that the ordered products do not have a stake, the PURCHASER does not fulfill the payment obligations and the PURCHASER can not deliver to the address stated in this Pact and can not give reasons and reasons. In this case, RED will return the price of the product to the PURCHASER if payment has been made by the PURCHASER.

In case the Contractor's termination of the contract with the reason of the BUYER, delivery costs belong to BUYER.

ARTICLE 13 - SETTLEMENT OF DISPUTES

PARTY 1. The parties acknowledge that the Istanbul Anatolian Courts and Enforcement Offices are competent for the disputes arising out of this contract.

ARTICLE 14 - GOODS / SERVICE PRICE

The cash advance or futures price is the price that is included in the invoice amount sent to the customer along with the sample invoice and product with the order end mail with the down payment price included in the order form. Discounts made by PİKOTV are reflected on coupons and other sales price.

ARTICLE 15 - TEMPORARY CIRCUMSTANCES AND LEGAL RESULTS

The Buyer shall pay interest and be liable to the Bank in the framework of the credit card agreement with which the card is owned by the Bank in case of default in transactions which it has done with the Credit Card. In this case, the bank may apply for legal remedies; Buyer may demand from Buyer the cost of the expenses incurred and costs of substitution, and in any event, if the Buyer defaults due to borrowing, Buyer accepts to pay the loss and damage caused by Seller due to delayed performance of debtor.

ARTICLE 16 - NOTIFICATIONS AND EVIDENCE AGREEMENT

Any correspondence between the Parties under this Agreement shall be made by e-mail, except in the case of compulsory cases which are deemed to be in its possession. The Buyer acknowledges that in the event of any dispute arising out of this Agreement, the electronic and computer records held



by the PİKOTV's official books and commercial records in his database shall constitute binding, definitive and exclusive evidence and that this article is a proof of evidence in respect of the Criminal Code, declares and undertakes.

ARTICLE 17 - EFFECTIVENESS

This Agreement, consisting of 17 (seveneen) items, was concluded by the Parties and approved by the Purchaser electronically and entered into force immediately.

SELLER:

BUYER: