

DISTANCE SALES CONTRACT

ARTICLE 1. PARTIES

1.1.SELLER

Title : Arcon Kozmetik Sanayi ve Ticaret Limited Şirketi

Adress: Ahi Evran Cad. 42. Maslak No.6 A Kule K.10 D. 3 Maslak/Sarıyer/İstanbul

Tax Office: Boğaziçi Kurumlar

Tax Number: 0730090099

MERSIS Number: 0073009009900018

Phone : 212 290 28 50

Fax: 212 290 36 30

Web-site: tr.dior.com

E-mail: diorbeauty@arconkozmetik.com

1.2. BUYER

Name/Surname/Title :

Adress:

Phone:

E-mail:

ARTICLE 2. SUBJECT OF THE CONTRACT

2.1.The subject-matter of this Contract is to determine the mutual rights and obligations of the Parties pursuant to the provisions of the Consumer Protection Law numbered 6502 and the Regulation on Distance Sales Contract dated 27/11/2014, in relation to the sale and delivery of the product(s) with the below stated properties and sales price ordered by the Buyer via the website shop.beauty.dior.turkey (hereinafter called “**SITE**”) of the Seller.

ARTICLE 3 PRODUCTS SUBJECT TO THE CONTRACT

3.1. The type and quantity of the products , brand / model, colour, including all taxes, delivery price, delivery costs and delivery information are as follows. The BUYER, accepts that, he/she has selected products according to his/her request from the shop.beauty.dior.turkey website, and agrees and confirms that the sale process shall be completed and the delivery of the products shall start with the completion of the sales process.

PRODUCT	UNIT PRICE(TL)	NUMBER	SUBTOTAL (TL)
Delivery			
TOTAL COST (VAT INCLUDED)			

3.2 Return Process:

- a) Return Process for Credit Card:** In cases where the BUYER is exercising his right of withdrawal, or where the product subject to the order cannot be supplied for various reasons, or where the arbitration tribunal or court decisions are decided to refund the price to the BUYER, if the purchase was made with a credit card and in instalments, the return process to the credit card is determined as follows.

The BANK reimburses to the BUYER in instalments according to the number of instalments in which the BUYER purchased the product. The return form to be made by the BANK to the BUYER is between the BANK and the BUYER, so, the SELLER has no responsibility in this regard.

After the SELLER pays the entire amount of the product to the bank at one time, the refund amounts requested to prevent the parties involved in the matter are transferred to the bearer account by the Bank in instalments in case of refund of the instalment expenditures made from the Bank's POS to the credit card of the BUYER. The amount of instalment paid by the BUYER until the cancellation of the sale, if the date of return of the card does not coincide with the account cut-off date of the card, 1 (one) refund will be reflected each month and after the sale of the instalments, the BUYER will receive the instalments paid before the return and these paid instalments will be deducted from the current debts.

In case of return of the goods and services purchased by card, the SELLER cannot pay to the BUYER in cash according to the contract signed with the BANK. In case of refund, the SELLER will make a refund through the related software and as the SELLER is obliged to pay the related amount to the Bank in cash or on account, the SELLER cannot be paid in cash according to the procedure mentioned above. The refund to the credit card will be made by the Bank in accordance with the above procedure after the SELLER has paid to the Bank at once.

The BUYER accepts and undertakes that this procedure is read and accepted.

ARTICLE 4. DELIVERY

- a)** The Products subject to the contract shall be delivered to the BUYER or the person / organization at the address indicated in the preliminary information contained in the website, depending on the distance of the BUYER to the SELLER, provided that it does not exceed the legal 30-day period. This period may be extended in cases where the SELLER cannot prevent it with reasonable precautions such as war, natural disaster, insurrection, strike, lockout, flood, fire, and earthquake and without any fault of the SELLER.
- b)** If it will become impossible to conduct the delivery of the product(s) subject to the Contract, the Seller shall notify such situation to the Buyer in writing or with a permanent data register within three days of the date of learning and shall refund any payments collected, including delivery costs, if any within fourteen days from the date of notification in accordance with the above procedures.
- c)** Pursuant to the Article 16 of the Distance Sale Contracts Regulation, the BUYER may terminate this Distance Sale Agreement unilaterally if the PRODUCT cannot be delivered to him/her within 30 days.
- d)** In the event of termination by the BUYER due to the delay of the delivery period of the Agreement, the SELLER shall reimburse all payments, including delivery costs and legal interest determined by the Code on Legal Interests and Default Interests dated 4

December 1984, numbered 3095, to the BUYER within fourteen days from the date of receipt of the notification of termination.

- e) Even if the BUYER is not present at the time of delivery, the SELLER shall be deemed to have fulfilled its performance completely. Therefore, the SELLER shall not be liable for any damages and expenses arising from the late delivery of the product by the BUYER and/or its non-delivery. The SELLER is responsible for the delivery of the product in a sound, complete and in accordance with the qualifications specified in the order and also the delivery with the warranty certificates if the guarantee certificate must be issued within the scope of the Regulation on Warranty Certificates and with user manuals in accordance with the Promotion and Instruction Book Regulation.
- f) If the PRODUCT is to be delivered to another person/ organization other than the BUYER, the SELLER cannot be held responsible for not accepting the delivery.
- g) The BUYER is responsible for checking the PRODUCT at the time of delivery and when it sees a problem in the PRODUCT arising from the cargo, it is responsible for not accepting the PRODUCT and keeping a report to the authorized person of the CARGO Company. Otherwise, the SELLER will not accept any responsibility.

ARTICLE 5. GENERAL PROVISIONS

5.1. Buyer shall declare that she/he has read the preliminary information form and has been informed of the total sale price of the Product including VAT and other all kinds of extra costs, payment method and delivery information, and that he/she has electronically approved the sale of the Product. The BUYER shall also be deemed as he/she has obtained the information on the basic properties, sales price of the Product(s) in Turkish Liras including VAT, payment and delivery information accurately and completely by confirming the preliminary information via the electronic environment before the execution of the Distance Sale Contract

5.2. The Products subject to the contract shall be delivered to the BUYER or the person / organization at the address indicated in the preliminary information contained in the website, depending on the distance of the BUYER to the SELLER, provided that it does not exceed the legal 30-day period. This period should be evaluated separately for each product ordered.

5.3. The shipping cost shall be paid by the BUYER. The SELLER shall not be held liable for any failure to deliver the ordered product to the BUYER due to any problems caused by the BUYER that the cargo company will encounter in the delivery stage of the Product.

5.4. The SELLER is responsible for the delivery of the Product, which is the subject of the contract, in accordance with the qualifications specified in the order, and with the warranty documents and user manuals.

5.5. The SELLER may supply a different product with the same quality and price by informing the BUYER and expressly obtaining its approval before the expiry of its performance period under the Contract.

5.6. If it will become impossible to conduct the delivery of the product(s) subject to the Contract, the Seller will inform such situation to the Buyer within the period of performance stipulated in the Contract and return the collected amount from the Buyer to him/her within 10 days of receiving notification

5.7. It is required to confirm the preliminary information form via the electronic environment for the delivery of the Products. If the product price is not paid or payment is cancelled on bank records due to any reason whatsoever, it is deemed that Seller is relieved from its delivery obligation.

5.8. In the event that the price of the product is not paid to Seller by the relevant bank or financial institution due to any unjustified or illegal use of the Buyer's credit card without Buyer's negligence after delivery of the Product, the Buyer shall return the Product to the Seller, provided that the Product has been delivered to him/her, within 3 (three) days. In this case, the shipping costs shall belong to the BUYER.

5.9. The Seller shall inform any failure of delivery within the prescribed period due to any force majeure conditions including extremely adverse weather, interruptions in transportation. In such a case, the BUYER may choose any of the followings: (i) cancel the order, (ii) replace the Product(s) with the equivalent product(s), and/or (iii) postpone the delivery of the Products until the ceasing of the force majeure condition. In the event of cancellation of the order by the Buyer, the payment collected from him/her shall be returned to him/her within 10 days in cash. For the payments performed by the BUYER via credit card the price of the Products shall be returned to the bank within 7 days from the cancellation. Reflection of this amount to the BUYER accounts is completely related to the bank transaction process. Since there will be a banking process related to the return transaction, the BUYER hereby understands and agrees that the SELLER will not be able to control any delays and accordingly shall not be held liable for the period from the return of the amount to the credit card and its reflection in the card account .

ARTICLE 6. RIGHT OF WITHDRAWAL

6.1. The BUYER is entitled to use his/her right of withdrawal from the Contract by denying the products without any legal or penal liability and without any justification therefore within 14 (fourteen) days from the delivery of the Products to him/ her or his/her designated person/ entity. The costs arising from the use of the right of withdrawal belongs to the SELLER.

6.2. In order to exercise the right of withdrawal, the relevant product should not be used in contradiction with the operation, specifications and instructions of use under the provisions of Article 6. The BUYER is required to send a withdrawal notice to the SELLER with certified mail, fax or e-mail within 14 days from the delivery of the Products.

If the invoice of the product was issued to a legal person, it should be returned with the return invoice issued by the returning entity. The order returns issued to the entities shall not be completed without such RETURN INVOICE.

The SELLER is required to return the box, the package, and the standard accessories, if any, to the BUYER together with the Product, without any missing item.

The BUYER is obliged to send the product back to the SELLER or its authorized person within a period of 10 days from the date on which the notification is made.

If any decrease occurs in the value of the Product for any reason attributable to the BUYER or if it becomes impossible to return the Product, the BUYER is obliged to indemnify the SELLER in line with his/her default.

ARTICLE 7. PRODUCTS FOR WHICH NO RIGHT OF WITHDRAWAL IS ALLOWED

Contracts relating to goods and services that are subject to price fluctuations in the financial markets and which are not controlled by the SELLER (ii . Contracts related to the delivery of the products which are inappropriate in terms of health and hygiene due to that its protector components like package, band and seal has been opened after its delivery, (iii) Products with a rapid deterioration or expiration date, (iv) The products prepared according to the BUYER's request and personal needs, (v) And contracts relating to goods that are mixed with other products after delivery and are not able to be separated by their nature, (vi) Contracts in

relation with book, digital content and consumable computer material offered for sale materially in case of opening the package, band and seal of the product after its delivery, (vii) Contracts for the delivery of periodicals such as newspapers and journals, other than those provided under the subscription agreement, (viii) Contracts related to accommodation, transportation, car rental and supplying food-drink, which are required to take place in specified time or period, or recreation on the purpose of entertainment and relaxation, (ix) Contracts related to intangible goods that is delivered instantly to the consumer or services to be performed in an instant electronically (x) Before the expiry of the right of withdrawal, the right of withdrawal SHALL NOT BE USED for contracts related to services initiated with the approval of the consumer.

As per Article 15 of the Distance Contracts Regulation, the Contracts for goods prepared according to the consumer's wishes or personal needs fall within 'Exemptions from the Right of Withdrawal'. If the BUYER creates and purchases his/her own design under the 'Personalized' section of the website, this will be evaluated within the scope article 15 and the Buyer shall not exercise his/her right of withdrawal.

The Buyer accepts that products for sale at SITE are perfumes and cosmetics products which are inappropriate in terms of health and hygiene due to that its protector components like package, band and seal has been opened after its delivery, and also if their protector components has been opened, damaged or punctured after its delivery, the right of withdrawal shall not be used by the Buyer.

ARTICLE 8. DISPUTE RESOLUTION

The BUYER may apply to the Consumer Commission or Consumer Courts for complaints or disputes arising out of the implementation of the Contract between the parties in relation to complaints and objections, where they have purchased services within the monetary limits set by the Ministry of Trade or where they have a place of residence.

Monetary limits are set by the Ministry in December each year, and complaints and appeals must be made to the relevant Consumer Commission or the Consumer Court in accordance with these monetary limits.

ARTICLE 9. VALIDITY

Upon the acceptance and approval of this Contract and the payment of the order given on the website, the BUYER shall be deemed to have accepted all the terms of this Contract and this Convention shall enter into force. The Buyer acknowledges, declares and undertakes without any objection that he/she has obtained information on SELLER's name, title, address, telephone and other access information, the basic qualifications of the service subject, the sales price including the VAT, the payment type, preliminary information about the service subject to the sale, the right to use 'the right of withdrawal', official authorities where they can file complaints and objections and the rights and obligations brought by the contract fully and accurately from the SELLER, via the electronic environment in accordance with the Law numbered 6502. The BUYER accepts that he/she has confirmed this preliminary information form via the electronic environment and then made an order.

The Preliminary Information Form on tr.dior.com and the invoice issued by the BUYER are integral parts of this Agreement.