

#### **OFF-PREMISES SALES AGREEMENT**

## Off-Premises Sales Authorization Certificate

Province Issued: ISTANBUL

**Date:** 20/02/2025 **Number:** 34-637

# OFF-PREMISES SALES AGREEMENT

(This Agreement is valid if the Consumer does not exercise his/her Right to Withdraw from the Sale Within the 14-Day Period starting from the date of delivery of the goods/services to the Consumer.)

Province License Plate Code:
Agreement Serial No.:
Date of Agreement:
//
Goods Delivery Date:
//
(*Date of Agreement shall be
written in the customer's
handwriting)

1-Goods / Services That The Seller Can Sell Off-Premises	2-Provinces Where The Seller Can Make Sales Off- Premises
WATER PURIFIERS	81 PROVINCES ACROSS TÜRKİYE

3- Company's Contact Details	4- Customer's Contact Details			
Company's Trade Name: ENAGİC TR DIŞ TİCARET LTD. ŞTİ	Name and Surname:			
Address: Kültür Mah. Körkadı Sok. Güzel Konutlar Sit. C Blok No: 1/FA 34340 Beşiktaş-Istanbul	Address:			
Tax Office/No.: YENİKAPI Tax ID No.: 3341164141	Date of Birth (Day/Month/Year):			
Chamber and Registration No.: 424951-5 – Istanbul Chamber of Commerce	Turkish ID No.:			
Tel.: +90 212-279-35-75	Tel.:			
Mobile: +90 552 179 3575	Mobile:			
E-Mail: sales@enagictr.com	E-Mail:			

#### 5- Withdrawal Notice

You have the right to withdraw within fourteen days from the date of establishment of this Agreement or receipt of the goods without any justification and without any penalty clause. We undertake that within the withdrawal period, we will not ask you to make any payment under any name in return for the goods or services subject to the Agreement or to provide any document that puts you under debt and that the goods will be taken back within fourteen days at the latest from the date of receipt of the withdrawal notice. Of the goods whose protective elements such as packaging, tape, seals and wraps have been opened or used after delivery, the purifiers return of which is not suitable in terms of health and hygiene are excluded from the scope of this notice.

SALES REPRESENTATIVE'S SIGNATURE	DATE	CUSTOMER'S SIGNATURE
	/	

#### 6- Full Address for Withdrawal Notice

Address: Kültür Mah. Körkadı Sok. Güzel Konutlar Sitesi C Blok No: 1/FA Beşiktaş-Istanbul 34340

(If the consumer cannot reach the street address within the time limit, the complaint or objection shall be filed in accordance with Article 12 of the Agreement).

### 7- Exceptions to the Right of Withdrawal

Unless otherwise agreed by the parties, the consumer cannot exercise the right of withdrawal in the following agreements:

- **10.1)** Agreements relating to goods prepared in accordance with the demands or personal needs of the consumer.
- 10.2) Agreements relating to the delivery of perishable goods or those subject to an expiry date.
- **10.3)** Agreements relating to the delivery of goods the protective elements of which, such as packaging, bands, seals and wraps, have been opened after delivery, and return of which is not suitable in terms of health and hygiene.
- **10.4)** Agreements relating to digital content and computer consumables provided in tangible media if the packaging is opened after delivery of the goods.

9- Installment Sales Payment Plan

**10.5)** Agreements relating to services the performance of which starts upon the approval of the consumer before the expiry of the period of the right of withdrawal.

8- Information About the Goods/Services Sold

within fourteen days.

Type of Goods	Brand	Model	Quantity	Cash Sales Price	Interest Amount (TL)	Forward Sales Price (TL)	Due Date	Amount Payable (TL)	Amount Paid (TL)
					(11)	Price (IL)	/	(11)	
							//		
							/		
Total	I.						/		
Annual Rate at Which Interest is Calculated:% (Prices include all taxes.)  Default Interest Rate% (annual)*  (*The default interest rate cannot exceed 30% of the annual rate at which the interest is calculated and the interest rate determined in the agreement.)					/				
10-Account Information for Payment in Installment Sales					/				
Bank: Garanti BBVA – Etiler-Istanbul Branch					/				
Account H	Holder: Enaខ	gic TR Dış Tic.	Ltd. Şti.						
IBAN: TR	36 0006 200	0 3400 0006	2919 27						
SWIFT: TO	BATRISXXX	(							

then sign it.)

I have received a copy of the agreement in person and I have been informed that I have the right to withdraw from the sale

(The consumer shall write the above statement in his/her own handwriting, write his/her Name, Surname, and the Date, and

# 11- Legal Consequences of Debtor's Default

The seller or the supplier reserves the right to demand full payment of the remaining debt if one or more of the installments are not paid. However, this right may only be exercised if the seller or supplier has performed all of its obligations, the consumer has defaulted in the payment of at least two consecutive installments, the total amount of unpaid installments is at least one tenth of the sales price, and the consumer is given 30 days to pay the remaining debts.

## 12- Consumer's and Seller's Obligations

- 12.1) The right of withdrawal cannot be used for products that are used by the Customer after delivery, whose packaging is opened and cannot be returned due to hygiene or health protection. Water purifiers are also included in these products.
- **12.2)** The consumer may notify the seller or supplier of the withdrawal notice without being bound by any requirement of form.
- 12.3) The seller or supplier cannot ask the consumer to make a payment under any name or to provide any document that puts it under debt in return for the goods or services subject to the door-to-door sales transaction before the expiry of the 14-day right of withdrawal period starting from the date of delivery of the goods.
- 12.4) The seller or supplier is obliged to take back the goods within 14 days from the date of receipt of the withdrawal notice.
- 12.5) If a bond in the form of a negotiable instrument is to be issued separately from the contract, this bond shall be issued separately for each installment and only in registered form. Otherwise, the bond shall be invalid. If a bond in the form of a negotiable instrument is to be issued separately from the agreement, the total amount of this bond or bonds cannot exceed the total sales price of the goods or services included in the agreement.
- 12.6) The consumer has the right to prepay the total amount owed. The consumer may also pay one or more installments, provided that they are not less than one installment amount.
- 12.7) The seller or supplier must ensure that the consumer signs the agreement and writes the "agreement date" and the phrase "I have received a copy of the agreement in person and I have been informed that I have the right to withdraw from the sale within fourteen days." in the consumer's own handwriting and must provide the consumer with a copy of the agreement together with the invoice or receipt of delivery, warranty certificate and / or introduction and user manual.

# 13- Competent Authority Where Complaints or Objections Shall Be Filed

The consumer is required to file a complaint or objection about the purchased goods/services to the Arbitration Committee for Consumer Problems in the place where the goods or services are purchased or where the consumer resides or to the Istanbul Consumer Court within the monetary limits determined by the Ministry in December each year and published in the Official Gazette.

#### 15- Customer's 14- Sales Representative's Signature/Declaration Section Signature/Declaration Section This agreement is issued on behalf of the company and I have received the product(s) written above in full and intact, the invoice / signed together with the Customer. I have delivered the above-mentioned product(s) in full and intact, by delivery receipt, warranty certificate, and approving the warranty certificate and the introductory the introductory user manual. I have read user manual, It has been explained that in case of any the information in the agreement. I have problems related to sales off-premises, the address and seen the price list/catalog. telephone number given in the street address for (\*)..... withdrawal section and the company's contact details section shall be contacted, and that no application should be made to the sales representative. Price List / Catalog was shown. Name & Surname..... Name and Surname:.... Turkish ID No.:.... ID:..... Phone: Rank: Signature:..... Enroller's Name and Surname: ..... Enroller ID: Distributor's Signature: .....