PRE-INFORMATION FORM

1. SELLER INFORMATION

Title:	Mengi Yay Shipping Industry and Trade Joint Stock Company
Address:	Evliya Celebi Mahallesi Gani Sokak No:14lc Kapi No:1 Tuzla/Istanbul/TURKEY
Telephone number:	0216 395 05 64
MERSIS Number:	0615-0609-4550-0001

2. BUYER INFORMATION

3. TOPIC

The subject of this Preliminary Information Form is to inform the Buyer in accordance with the provisions of the Law on the Protection of Consumers and the Regulation on Distance Contracts regarding the sale and delivery of goods and services sold through the website named store.mengiyay.com and whose sales price is determined below.

Product/Service:	
Product/Service Detail:	
Number of Products/Services:	
Total VAT:	
Product Delivery/Shipping Fee:	
Total Amount Including VAT:	

4. DELIVERY OF PRODUCTS AND PAYMENT METHOD

- **4.1.** In the case of product sales through the website, the product is delivered to the delivery address specified by the buyer on the website or to the person / institution at the address directed by him/her, together with the invoice, within 30 days at the latest. In the event of termination of the contract, the seller shall refund all collected payments to the buyer within 14 days from the date of receipt of the notice of termination.
- **4.2.** In cases where it becomes impossible to fulfill the performance of the goods or services subject to the order, the seller shall notify the buyer within three days from the date of learning of this situation and shall refund all payments collected, including delivery costs, if any, within fourteen days at the latest from the date of notification.
- **4.3.** The buyer is responsible for checking the product as soon as it receives it and if it sees a problem in the product caused by the cargo, not accepting the product and keeping a report to the cargo company official. Otherwise, the seller will not accept responsibility.

Payment Method:	
Person/Institution Name-Surname/Title Information to be Delivered:	
Person/Institution Phone Number to be Delivered:	
Delivery Address:	
Billing Address:	

5. GENERAL PROVISIONS

- **5.1. The Buyer accepts that he has** read and informed the preliminary information on the basic characteristics, sales price, payment method and delivery of the products and services shown on the website and has given the necessary approval in electronic environment.
- **5.2.** The Seller is responsible for the delivery of the product subject to the contract in a complete manner, in accordance with the qualifications specified in the order and with warranty documents and user manuals, if any.
- **5.3.** In the event that the product or service subject to the contract constitutes a violation of the contract due to the fact that it does not have the features that it should have on the website, the buyer declares that he is ready to return the sold, withdraws the sold and requests a discount from the sales price at the rate of defect, and if it does not require an excessive expense, requesting the repair of the sold one free of charge at all expenses of the seller. , if possible, can exercise one of the optional rights to request that the sold one be replaced with a defect-free one. In the event that one of the rights of free repair or replacement of the goods is selected, this request shall be fulfilled within a maximum of 30 working days from the date of the submission of this requestto the seller. In cases where the buyer chooses the right to withdraw from the contract or to discount the price at the rate of defect, the entire price paid or the amount of the discount made from the price will be immediately returned to the buyer. Liability for defective goods is subject to a statute of limitations of two years from the date of delivery of the goods to the buyer, even if the defect has arisen later. In cases where the buyer is aware of the defect on the date of the establishment of the contract or is expected to be aware of it, there is no violation of the contract. The buyer's optional rights against defects other than these exist as stated above.
- **5.4.** If the product/service fee is not paid by the buyer for any reason or is canceled in the bank records, the seller will not be obliged to deliver the product/service.

6. RIGHT OF WITHDRAWAL

- **6.1.** In distant contracts for the sale of goods, the buyer may exercise the right to withdraw from the contract by rejecting the goods without assuming any legal and criminal responsibility and without any justification, provided that the seller is notified within 14 (fourteen) days from the date of delivery of the product to himself or to the person / organization at the address indicated.
- **6.2.** The period of the buyer's right of withdrawal starts on the day of the establishment of the contract in the contracts for the purchase of services; and in the case of contracts for the purchase of products, the day on which the buyer or the third party designated by the buyer receives the goods. At the same time, the buyer can exercise the right of withdrawal within the period from the establishment of the contract to the delivery of the goods.
- **6.3.** In determining the period of the right of withdrawal; in the case of products that are the subject of a single order and delivered separately, the day on which the buyer or the third party designated by the buyer receives the final product; in the case of products consisting of more than one piece, the day on which the buyer or the third party designated by the buyer receives the last part; in contracts where regular delivery of the product is made for a certain period of time, the buyer or the buyer shall be taken as the day on which the designated third party receives the first goods.
- **6.4.** The notification that the right of withdrawal has been used must be addressed to the seller before the expiry of the right of withdrawal. The Buyer may exercise the relevant right via the store.mengiyay.com website, by telephone at 0216 395 05 64 or by e-mail address info@mengiyay.com.
- **6.5.** The invoice of the product delivered to the third party or to the buyer (i i if the invoice of the product to be returned is corporate, it must be sent with the return invoice issued by the institution when returning. Order returns whose invoices are issued on behalf of the institutions will not be completed unless the return invoice is issued.)
- **6.6.** The products to be returned must be delivered complete and undamaged with their box, packaging, standard accessories, if any.
- **6.7. The buyer is obliged to** send the goods back to the seller within 10 days from the date on which he directs the notification to the seller that he has exercised the right of withdrawal.
- **6.8.** Within 14 (fourteen) days from the use of the buyer's right of withdrawal, all payments made by the buyer for the relevant product, including the delivery costs of the product, if any, will be returned to the buyer in accordance with the payment instrument used when purchasing and without any costs or obligations to the buyer. In transactions made with credit cards, the return of the product price to the bank is made by the seller and then reflected in the buyer's accounts after the return transaction processes of the relevant bank are completed.

- **6.9.** The buyer cannot exercise the right of withdrawal in the following contracts:
- a) Contracts for goods and services whose price varies depending on fluctuations in the financial markets and which are not under their control.
- b)Contracts for goods prepared in accordance with the wishes of the buyer or his personal needs.
- c) Contracts for the delivery of goods that may be perishable or expired.
- d) Contracts for the delivery of goods whose protective elements such as packaging, tape, seal, package have been opened after delivery; those whose return is not suitable in terms of health and hygiene.
- e) Contracts for goods that are mixed with other products after delivery and which cannot be separated by their nature.
- f) Contracts for books, digital content and computer consumables offered in the material environment if the 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 agreement.
- h) Contracts for accommodation, carriage of goods, car rental, provision of food and beverages and the use of leisure time for entertainment or recreation, which must be concluded on a specific date or period.
- i) Contracts for services performed instantly in electronic form or for intangible goods delivered to the buyer instantly.
- j) Contracts for services whose performance is started with the approval of the buyer before the expiry of the right of withdrawal period.

7. FORCE MAJEURE

- **7.1.** Circumstances which do not exist or are unforeseen at the date of entry into force majeure (natural disaster, war, terror, insurrection, seizure or strike, lockout) that do not exist or foresee at the time of the entry into force majeure (natural disaster, war, terror, insurrection, seizure or strike, lockout) that make it impossible for one or both parties to partially or fully fulfill their obligations and responsibilities imposed by the contract upon their occurrence, significant malfunction in production and communication facilities, etc.). The party in the event of force majeure shall notify the other party of the situation as soon as possible.
- **7.2. During the continuation of the** force majeure event, no responsibility shall arise for the failure of the parties to fulfill their obligations. If the force majeure situation continues for 30 days, each of the parties will have the right to terminate unilaterally.

8. COMPETENT COURT IN CASE OF DISPUTE

Consumer Arbitration Committees up to the value announced by the Ministry of Asylum refusal, and in cases exceeding it, the Consumer Courts and Enforcement Directorates in the place of residence of the buyer and seller are authorized.

9. DECLARATION OF ACCEPTANCE

The buyer has read all the conditions and explanations written in the Preliminary Information Form on the website, has prior knowledge of the basic features, qualities, sales price, payment method, delivery conditions, seller and all other issues related to the products / services subject to sale, and has seen all of them electronically on the website. , reads, accepts the content and accepts these provisions by ordering the products / services by giving approval and acceptance permission to all these in electronic environment .