

# SALES CONTRACT

## 1. PARTIES OF THE CONTRACT

### 1.1. BUYER

The Buyer shall mean the Buyer of Product(s) through this Contract which are detailed under the Order Form.

### 1.2. SELLER

Title: İpek Esra Uçar / JANNAD JEWELERY

Address: Göztepe Mahallesi, Hattat Bahattin Sk. N0:16/9 Kadıköy  
İstanbul Turkey

E-mail Address: info@jannaddesignistanbul

## 2. SUBJECT OF THE CONTRACT

The subject of this Contract is to determine, the mutual rights and obligations of the Parties to the sales/ purchase and delivery of the Product(s) ordered by the Buyer via the website of the Seller, [www.jannadjewelery.com](http://www.jannadjewelery.com) detailed under the Order Form.

## 3. GENERAL CONDITIONS

4.1. By accepting the terms of this Contract; the Buyer hereby accepts and declares that he/she is over 18 and eligible to make such transactions. The Buyer cannot withdraw from and/or request to cancel this Contract claiming that he/she is under the age of 18.

4.2. The Buyer hereby agrees, accepts and undertakes that she/he has been fully informed about the details of the Product and accepted the purchase by placing the online Order Form.

4.3. When ordering products from [www.jannadjewelery.com](http://www.jannadjewelery.com), for delivery, the Buyer may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Buyer; the Seller have no control over these charges and the Seller does not bear any liability of whatsoever. Customs policies vary widely from country to country, so the Buyer should contact his local customs office for further information. Additionally, please note that when ordering from [www.jannadjewelery.com](http://www.jannadjewelery.com), the Buyer is considered the importer of record and must comply with all laws and regulations of the country in which the Buyer is receiving the Product(s). The Buyer is aware that cross-border deliveries are subject to opening and

inspection by customs authorities. The Buyer does not have the right to refund the Product due to unexpected level of customs related taxes, duties, charges, fee.

4.4. All purchases of physical items from [www.jannadjewelery.com](http://www.jannadjewelery.com) are made pursuant to a carrier contract. This means that the risk of loss and title for such items pass to the Buyer upon the Seller's delivery to the carrier. Accordingly, the Seller shall not be held liable for the failure of the carrier company for delivering the Product to the Buyer.

4.5. For the delivery of the Product, this Contract should be electronically accepted by the Buyer and the payment should be completed by the Buyer. The Seller is not responsible for the delivery if the payment is not completed and/or cancelled by the relevant bank and/or regulatory authority.

4.6. If for any reason the bank refuses to transfer the payment to the Seller, and in case the Product is delivered to the Buyer prior to the collection of the Purchase Price of the Product, the Buyer without any delay, irrevocably accepts and undertakes to either contact the Seller and realize the payment with immediate effect or return the Product without any damage whatsoever back to the Seller at latest within three days as of the Seller's notice bearing all the carrier costs.

4.7. If the Seller fails to fulfill its obligations under the Contract due to unavailability of the Product placed with an Order, the Seller will notify the Buyer and offer to supply a different product at Buyer's discretion or cancel the Order refunding the collected Purchase Price.

4.8. Trademarks, logos and service marks displayed on [www.jannadjewelery.com](http://www.jannadjewelery.com) are registered trademarks of the Seller. All of these trademarks, logos, service marks together with the product designs are the sole property of the Seller. Nothing on this web site neither by implication, shall be construed as granting, permitting or otherwise, any license or right to use any trademark, logo, service mark or product designs displayed on this website without the Seller's prior written permission. The Seller reserves all rights not expressly granted in and to this website and its content. This website and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement

thereof, is protected as a compilation under the applicable copyright laws.

4.9. This Contract shall become valid and binding between the Parties provided that the Buyer ticks the box declaring the Buyer has read and accepted the full content. Hence, the date of Buyer's acceptance shall be deemed to be the effective date of this Contract.

#### 5. DEFAULT OF THE BUYER AND LEGAL CONSEQUENCES

If the Buyer fails to make any payment related to the transactions conducted either with a credit card or wire transfer, he/she will be obliged to pay the default interest either to the bank pursuant to the credit card contract he/she concluded with the bank or to the Seller. In such case, all legal remedies; any legal expenses and attorney fees which might be applicable shall be borne by the Buyer. In any case, the Buyer irrevocably agrees and undertakes to pay all losses and damages incurred by the Seller due to such default of the Buyer.

#### 6. CANCELLATION RIGHT OF THE BUYER

6.1. The Buyer is entitled to use her/his right to cancel Order without any reason within 5 (five) days as of the delivery of the Product(s) to the Buyer. It is a precondition to send a notice to the Seller's e-mail indicated under this Contract together with the receipt, within 5 days (five) as of the delivery of the Product, in order to execute the cancellation procedure. The Buyer accepts and acknowledges that the Products listed under Article 7 of this Contract cannot be made subject to cancellation.

6.2. In case the Buyer cancels the Order, he/she is required to return the Product with the below stated documentation and equipment in 5 (five) days as of his/her cancellation notice. Should there be any missing below mentioned items, the Seller shall not be obliged to accept the cancellation and shall not be obliged to return the sales proceeds to the Buyer.

1. the invoice; if the invoice of the Product(s) was issued to a legal entity/company, it should be returned with the return invoice issued by the returning entity. The returns to the entities, shall not be completed without such RETURN INVOICE.

2. The box, all package content with all tags, labels in place, with all hygienic protection, if any (never removed) and without any missing item.

6.3. Save for the above article and article 7, the Seller, within 10 days from the receipt of the notice of cancellation, shall re-pay the total price of the Product(s) to the Buyer. If any taxes (including but not limited to customs tax) shall be incurred during the return of the item; the Seller shall deduct such amounts from the total Price of the Product(s) and refund the balance. If the cancellation is just then the carrier costs shall be borne by the Seller, however if the cancellation right is misused by the Buyer and/or is not in accordance with the Contract then the carrier costs shall be borne by the Buyer.

6.4. The refund of the Product price may take at least 10 (ten) business days after the cancellation process is completed.

#### 7 – EXCEPTIONS TO THE RIGHT OF CANCELLATION

The Buyer shall not have any right to cancel the Order under the following circumstances;

1. If the price of any of the raw materials of the Product vary due to fluctuations in the market and affect the Seller adversely,

2. If the Product(s) is customized/personalized or designed in accordance with Buyer's requests and/or personal needs, (in case the original size and/or design and/or color of the Product(s) is/are changed in accordance with the Buyer's request, it shall also mean that such product is customized),

3. If the labels or any of the hygienic protection is removed, package content is not with all tags or box of the Product(s) is damaged or any item is missing.

4. If pursuant to the Seller's sole discretion the Product(s) are detected to be used off, damaged, devalued or are not resalable.

#### 8- AMENDMENTS TO THE CONTRACT

The Seller reserves the right to make changes to the website, policies, and terms and conditions, including this Contract at any time. The Buyer will be subject to the terms and conditions, policies and conditions of sale in force at the time he/she orders the products from the website, unless any change to those terms and conditions, policies or these conditions of sale is required to be made by law or

government authority (in which case it may apply to orders previously placed by the Buyer). If any of these conditions of sale under this Contract is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### 9- ENTIRE AGREEMENT

This Contract together with the Order Form contains all the terms which the Parties have agreed in relation to the subject herein and save the further obligations stated under the applicable law, neither of the Parties has been induced to enter into this Contract by a statement or promise which it does not appear herein. This shall not exclude any liability which a Party would otherwise have to the other Party in respect of any statement made fraudulently by that Party prior to the date of this Contract.

This Contract, consisting of 9 (nine) articles and the Order Form which is an integral part of this Contract, has been entered into force by the Parties at the time of electronic approval of the Buyer.