

Distance Selling Agreement

Last update 12 - 03 - 2020

1, PARTIES OF THE CONTRACT

This Distance Selling Agreement is executed by and between PranaGEO Ltd.Şti. ("PranaGEO" "We" "Our") and the customer ("Buyer" "Customer" "Member" "You") logged into the Website and/or the Member customer at the time of approval by the Member in the electronic environment with respect to the utilization of the Website. The Member agrees and declares that she/he has already read the Membership Agreement and Distance Selling Agreement entirely and understand the content of the Agreement completely and approve all the provisions of the same through login to the Website and/or become a Member.

In order to make purchases on the Site, you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided. Products purchased by the Buyer are for personal or gift use and should not be re-sold, used for commercial purposes or any other commercial benefit.

2. SUBJECT OF THE CONTRACT

The subject of this Contract is to determine the mutual rights and obligations of the Parties hereto as per the provisions of the Act 6502 on the Protection of the Consumers and the Regulation on Distance Sales Contracts as well as all other applicable regulations and applications related to the sales/ purchase and delivery of the product(s) with the below stated properties and the sales price ordered by the Buyer via the electronic environment via the website www.melda.io (hereinafter "the Website" or the Site") of the Seller.

3. PRODUCTS SUBJECT TO THE CONTRACT

3.1 Orders: All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers.

PranaGEO offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally, however, we may be waiting for shipments from our suppliers.

3.2. Acceptance of Payment: Once the Buyer has made his/her choice and his/her order has been placed, the Buyer will receive an email acknowledging the details of his/her order. This email is NOT an acceptance of your order, just a confirmation that the order has received it.

Unless Buyer cancels his/her order, acceptance of his/her order and completion of the contract between Buyer and PranaGEO will be completed when PranaGEO emails the Buyer to confirm the goods have been dispatched. The sale contract is therefore concluded in Istanbul, Turkey and the language of the contract is English or/and Turkish. Neither our third party payment processor nor our nominated courier has the authority to accept an order on behalf of THE PranaGEO.

PranaGEO reserves the right not to accept his/her order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that the Buyer does not meet the eligibility criteria set out within this Agreement.



Whilst every effort is made to make sure details on our website are accurate, we may from time to time discover an error in the pricing of products. If we discover an error in the pricing of a product in your order, we will let you know as soon as possible. We shall be under no obligation to accept or fulfill an order for a product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a product that is priced incorrectly for any reason, we will inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the event that products are recalled in transit, we will process your refund once the products have been returned to us.

3.3. Pricing Policy: Product prices are set when items are added to the online shop and set according to existing currency exchange rates.

Buyers purchasing from a country served as Incoterms 2010 DDP will incur relevant import duty and tax. These costs are included in the final purchase price. Buyers purchasing from a country served as Incoterms 2010 DDU will be charged for the items purchased and shipping costs only. Import duty or tax costs will be invoiced to you directly from TNT

3.4. Payment Type: PranaGEO accepts Visa and MasterCard. The Buyer can also choose to pay with PayPal. When selecting this option at checkout, the Buyer will be directed to the PayPal site to 'Log In' and review the amount shown before clicking 'Pay Now'. Once this transaction is complete, you will then return to www.melda.io Payment will be debited and cleared from your account upon dispatch of your order by PranaGEO. The Buyer confirms that the credit/debit card that is being used is his/her or that Buyer has been specifically authorized by the owner of the credit/debit card to use it. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to PranaGEO, THE PranaGEO will not be liable for any delay or non-delivery.

To help ensure that your shopping experience is safe, simple, and secure, PranaGEO uses Secure Socket Layer (SSL) technology. Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

3.5. Insurance and Delivery: The type, quantity, model, color, sales price, and delivery information of the Product is as provided by the client on the web site.

The software licenses will be downloaded automatically after successful payment and will not be shipped. The other product(s) will be delivered to the address of the Buyer stated above. Even if the Buyer will not be present at the delivery time, the Seller will be deemed as it has performed its obligations hereunder fully and completely. Therefore, any and all losses and damages due to the late receipt of the Product by the Buyer, delay delivery to the cargo company and/ or the return of the Product to the Seller shall be incurred solely by the Buyer.

Cargo Fee: is calculated according to Buyers given an address, shall be added to the order price and paid by the client. Cargo Fee is not included in the price of the product.

Please note that we aim to dispatch all orders within minimum 48 hours. In any event, we will deliver the goods to you within 30 days of the day on which we accept your order. PranaGEO is not responsible for any delays caused by destination customs clearance processes. If delivery is



delayed by any event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.

4. GENERAL CONDITIONS

4.1. The Buyer hereby declares that he/she has learned the information on the basic properties, the sales price of the Product(s), payment type, and the other preliminary information including delivery information from the website and that he/she has agreed and confirmed such information via the electronic environment.

4.2. The Buyer shall also be deemed as he/she has agreed that he/she has obtained the information on the basic properties, in price of the Product in one or all of the currencies displayed on the Website, payment type, and delivery information fully and completely with its agreement on the preliminary information via the electronic environment before the execution of the Distance Contract.

4.3. The Products subject to the Contract shall be delivered to the Buyer or address provided by the Buyer or the person/ entity to be designated by the Buyer within the period as prescribed in the preliminary information at the Website depending on the distance of the Buyer to the Seller provided such period shall not exceed the 30-days legally allowed delivery period.

4.4. The cargo fee shall be paid by the Buyer. The Seller may not be held liable for any failure of delivery of the ordered product to the Buyer for any reason whatsoever which is not attributable to the Seller.

4.5. The Seller is liable for delivery of the Products fully, completely and robustly, having the properties stipulated in the order and together with warranty certificate and product manuals, if applicable.

4.6. The Seller may supply product(s) at the same quality and price provided to inform and obtain approval from the Buyer before the expiry of its performance period under the Contract.

4.7. 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 in single amount within 10 days of receiving notification.

4.8. It is required to confirm the preliminary information form via the electronic environment for the delivery of the Products. The Seller shall be released of its obligations hereunder in the event of non-payment of the price of the Products.

4.9. If the relevant bank or financing institution will not pay the price of the Products to the Seller due to any unfair or illegal use of the credit cards provided such use will not be due to the faults of the Buyer after the delivery of the Products, the Buyer shall return the Product delivered to him/ her to the Seller within 3 days. If applicable the cargo fees related to such return shall be borne by the Buyer.

4.10. The Seller will inform any failure of delivery within the prescribed period due to any force majeure conditions including extremely adverse weather and 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 price of the Products shall be returned to the bank within seven (7) days from the cancellation. 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 by the bank.

If the Buyer will use his/her cancellation right, or if the Product subject to the Contract may not be supplied for any reason whatsoever or if it will be decided by the Consumer Arbitration Committee to return the payment of the order to the Buyer, the return procedure of the amount to the credit card shall be as following:

In the event of a return of the goods and services paid through a credit card, the Seller may not return the collected amount in cash pursuant to its agreement with the bank. The return to the credit card will be conducted as defined above by the bank upon the return of the amount by the Seller in a single amount.

In the payments performed through payment at the door or bank transfer/ EFT transfer, the return will be performed through bank transfer to the designated bank account of the Client (the account holder must be the person named in the invoice).

5. DEFAULT AND LEGAL CONSEQUENCES

If the Buyer will fail to make any payment related to the transactions conducted with a credit card, he/she will pay the interest amount and be liable to the bank pursuant to the credit card contract concluded between him/her and the bank. In any case, the Bank may use applicable legal remedies; request the refunding of any legal expenses and attorney fees from the Buyer, and the Buyer agrees to pay any losses and damages incurred by the Seller due to the delayed performance of the debt by the Buyer, in any case.

RIGHT OF WITHDRAWAL FROM THE CONTRACT

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 fourteen (14) days from the delivery of the Products to address provided him/ her or his/her designated person/ entity, in the distance sales contracts. Any expenses incurred from the right of withdrawal shall be incurred by the Seller.

For any use of the right of withdrawal, it is required to send a notice to the Seller with registered mail with return receipt, fax or email within 14 days, and the relevant product should not be used as per the provisions of the article 6 herein.

In the event of usage of the right of withdrawal:

It is required to return

(i) the invoice;

Important Warning: If the invoice of the products 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.

(ii) box, package, and standard accessories, if any,

Created in Bodrum Turkey



to the Buyer or the person/ entity to be designated by the Buyer together with the Product, without any missing item.

The Seller, within 10 days of receiving notification of withdrawal, shall deliver to Buyer the total price and the documents establishing commitment/ debt and receive the returned products within 20 days.

If any decrease occurs in the value of the Products for any reason attributable to the Buyer or if it will become impossible to return the Product, the Buyer will indemnify the Seller according to its default.

If the right of withdrawal defined hereunder will be used causing an order to fall under the minimum amount defined in a campaign the discount defined in such campaign will be canceled.

6. PRODUCTS FOR WHICH NO RIGHT OF WITHDRAWAL IS ALLOWED

It is not allowed to return the products which may not be returned in line with their properties, single-use products, reproducible software and programs, and perishable goods or products of which their expiry dates may be exceeded.

In order to return the following products it is required that (i) the package of the products should be unopened, (ii) the product should not be delayed; (iii) the product should not be utilized and (iv) the product should not be tried:

a)Any and all cosmetic products b)Underwear c)Any and all personal care products

7. REPORT ISSUANCE IN THE EVENT OF DELIVERY OF INCOMPLETE PRODUCTS

If there will be more than one product in the order of the Buyer, the Seller will be entitled to send the consignment partially. The Buyer is obligated to control the number of the Products whether it fits with the number of the Products indicated on the invoice. The Seller will issue a separate invoice for any partial consignment delivery. If the number of the products indicated on the applicable invoice is not contained in the consignment the Buyer is obligated to request from the cargo officer to issue a report for missing delivery. Otherwise, it shall be deemed as if the number of the Products specified on the invoice has been delivered to the Buyer completely and without any missing item.



8. SETTLEMENT OF DISPUTES AND COMPETENT JURISDICTION

The Consumer Arbitration Committees and the Consumer Courts located at the place of the Buyer's domicile and the purchase place of Products shall settle any dispute between the Parties related to the Contract up to the value as declared by the Ministry of Customs and Trade (TR).

The Seller is entitled to give its complaints and objections to the Consumer Arbitration Committees and the Consumer Courts located at the place of the Seller's domicile and the purchase place of Products shall settle any dispute between the Parties related to the Contract up to the value as declared by the Ministry of Customs and Trade (TR) in December each year.

9. ABOUT US

We are PranaGEO Ltd. Şti. and our address is Eski Çesme Mah. Ergün Soykan Sokak No. 4/3 48400 Bodrum / Muğla / Türkiye. You can contact us at connect@pranageo.com.