

DISTANCE SALES CONTRACT

WARNING!

In accordance with the relevant law, please read the contract text below by printing it out in 12-point font and bold type. Additionally, every customer who registers on our website and makes a purchase is deemed to have read and accepted all the provisions of the sales contract prepared by us below without any further notification.

This contract is prepared in accordance with the obligation to establish a contract for sales conducted over the internet as per the Distance Sales Contracts Regulation published in the Official Gazette dated 27.11.2014 and numbered 29188, and is organized as follows:

ARTICLE 1 – PARTIES

1.1. SELLER INFORMATION

Title: HERA CHARGE ELEKTRONİK A.Ş.

Address: Güllü Bağlar Mah. Firketeci Sok. No: 2 Pendik/İSTANBUL

Phone: 0 216 307 11 01

Email: info@heracharge.com
sales@heracharge.com

1.2. BUYER INFORMATION

The address and contact information used when the customer registers on the site will be taken as the basis. The SELLER does not accept responsibility for the member who provides incorrect information.

ARTICLE 2 - SUBJECT OF THE CONTRACT

The original warranty period provided for the product [Product Name and Model] purchased by the customer through the SELLER's website www.heracharge.com is 2 (two) years. In addition to this original warranty period, the SELLER provides an additional 1 (one) year warranty free of charge. The subject of this contract is to determine the terms and conditions regarding the extension of the original warranty period and the purchase of the additional warranty period for a fee. The subject of this contract encompasses the rights and obligations of the parties regarding the digital sale made by the SELLER to the BUYER, as specified below in terms of its qualifications and sale price, in accordance with the provisions of Law No. 6502 on the Protection of Consumers and the Regulation on the Principles and Procedures of Distance Contracts.

ARTICLE 3 – GENERAL PROVISIONS

3.1. The Buyer declares that they have read and understood the basic characteristics of the service subject to the contract in Article 2, the sale price, the payment method, and all pre-information regarding the provision of the service, and that they have given the necessary confirmation in the electronic environment.

3.2. The Buyer has purchased an additional warranty period of 2 (two) years starting from the end of the manufacturer's warranty for the charging unit.

3.3. During the additional warranty period, free repair, replacement, or spare parts service will be

provided to the Buyer for defects based on production errors of the product.

3.4. Services covered by the warranty only cover issues arising from manufacturing errors. Failures resulting from user errors, impacts, liquid contact, electrical fluctuations, or damages due to improper use are not covered by the warranty.

3.5. The SELLER will provide the additional warranty service after the Buyer submits the relevant documents electronically following the additional warranty request, provided that the amount subject to this contract has been paid in the payment method preferred by the Buyer. If for any reason the amount subject to the additional warranty period is not paid or is canceled in the bank records, the SELLER shall be deemed to be relieved of the obligation to provide the additional warranty period.

3.6. If, after the electronic signing of this Contract, the credit card belonging to the Buyer is unlawfully or unjustly used by unauthorized persons for reasons not arising from the Buyer's fault and the bank or financial institution does not pay the contract amount to the SELLER, the additional warranty period subject to the contract will be canceled, and the service will be returned.

3.7. Repairs and provision of spare parts to be made under the warranty will be carried out through the SELLER's authorized service providers and services will be provided to the Buyer during the warranty period.

3.8. This contract becomes valid upon the Buyer's approval in the digital environment and the completion of payment.

3.9. The SELLER is obliged to provide the warranty service in accordance with the conditions specified in this contract. The Buyer is responsible for acting in accordance with all legal and technical rules regarding the use of the product during the additional warranty period.

ARTICLE 4 - ADDITIONAL WARRANTY PERIOD

4.1. The additional warranty period is valid for 2 (two) years, starting from the end of the original warranty period and the additional warranty period provided free of charge under the original warranty.

4.2. The additional warranty period is subject to the original warranty conditions and provides services within the same scope.

4.3. The starting date of the additional warranty period is based on the date billed to the Buyer at the time of sale of the product. If the Buyer cannot present this invoice, the SELLER will refer to the independent identification number inscribed on the product for the billing date of the purchased product with a paid additional warranty period.

ARTICLE 5 - SCOPE OF ADDITIONAL WARRANTY

5.1. The additional warranty covers the defects and faults specified within the original warranty period of the product.

5.2. The following situations are outside the scope of the additional warranty:

- a) Misuse of the product by the user,
- b) Unauthorized intervention or repair actions,

c) Damages caused by accidents, natural disasters, or external factors.

ARTICLE 6 - FEE AND PAYMENT

6.1. The fee to be paid for the additional warranty period is [amount], which will be paid by the Customer through the SELLER's payment system, PAYTR, in the digital environment.

6.2. Payment will be received upon the electronic acceptance of this contract.

ARTICLE 7 - ACCEPTANCE AND ENTRY INTO FORCE OF THE CONTRACT

7.1. This contract is considered accepted electronically when the Customer clicks the "I Accept" button or provides a similar confirmation in the digital environment.

7.2. The contract will enter into force upon the Customer's completion of the payment.

ARTICLE 8 - RIGHT OF WITHDRAWAL

8.1. The Customer has the right to withdraw from the purchase of the additional warranty period within 14 (fourteen) days after the purchase, as per the Consumer Protection Law No. 6502.

8.2. In the event of exercising the right of withdrawal, the amount paid to the Customer will be refunded within 14 (fourteen) days from the date the withdrawal notification reaches the SELLER.

ARTICLE 9 - RETURN CONDITIONS

9.1. If the additional warranty service is canceled within the withdrawal period, a refund will be made. The refund process will be completed within 14 (fourteen) days from the date the cancellation request is received by the SELLER.

9.2. No refund will be made for cancellations made after the withdrawal period has expired.

ARTICLE 10 - EXCLUSIONS FROM WARRANTY

The following situations, including but not limited to those resulting from the Buyer's misuse, are excluded from the warranty coverage:

- Failures resulting from improper installation or misuse of the product.
- Unauthorized interventions or repairs performed on the product.
- Damages caused by impacts, liquid contact, fire, natural disasters, or electrical fluctuations.

ARTICLE 11 - DISPUTE RESOLUTION

11.1. Any disputes arising from this contract will primarily be attempted to be resolved through negotiation between the parties.

11.2. For disputes that cannot be resolved through negotiation, Consumer Arbitration Committees up to the value announced by the Ministry of Industry and Trade each December, and Consumer Courts located in the Buyer's or SELLER's place of residence shall have

jurisdiction.

ARTICLE 12 - OTHER PROVISIONS

12.1. This contract has been recorded in the digital environment and has been read and accepted by the parties.

12.2. Persons under the age of eighteen cannot make purchases. These individuals can only obtain the desired service through their guardians.

12.3. If the Buyer meets the conditions for returning the products, the sales price will be refunded as is by the SELLER.

12.4. The SELLER will make every effort to provide the additional warranty period requested by the Buyer. However, if the additional warranty period cannot be provided, the situation will be communicated to the Buyer via email or phone, and the Buyer's request will be acted upon according to whether "the additional warranty period could not be provided" or "the additional warranty period is completely canceled." In the event the additional warranty period cannot be provided, the amount of the additional warranty will be refunded to the Buyer. If the Buyer requests a complete cancellation of the additional warranty period, the entire payment will be refunded to the Buyer. Refunds for credit card transactions will be processed as a refund.

12.5. The information regarding the additional warranty period available on the SELLER's website has been prepared through extensive research, consultation with experts, and investigation of necessary resources. The information provided on the website is for informational purposes only. The SELLER is not responsible for any issues or negative outcomes arising from the information provided on the website.

12.6. The additional warranty period can only be sold via the internet. The SELLER may temporarily or completely halt shopping traffic without notifying members.

12.7. The parties acknowledge that the records in the electronic environment regarding this contract will constitute valid, binding, and definitive evidence.

12.8. This Distance Sales Contract is an annex and an integral part of the Warranty Contract previously executed by the parties.

12.9. In cases not regulated in this Distance Sales Contract and where there are no provisions, the relevant provisions in the Warranty Contract will apply.

12.10. This contract has been electronically approved by the Buyer and is valid for the sale of additional warranty services conducted over the internet.

12.11. The Buyer declares that they have read, understood, and accepted all the terms of this contract.

12.12. The parties will be deemed to have approved this contract in the electronic environment.