

Clause 1- Parties

1.1. Seller

Commercial Title:

Mersis No:

Address:

E-mail:

1.2. Buyer

Name – Surname:

ID Number:

Address:

Phone:

E-mail:

Clause 2- Subject Matter and Scope

This Distant Sales Contract (“Contract”) is issued in accordance with the Consumer Protection Law and the Regulation of Distance Contracts. The parties of this contract accept and declare that they know and understand their obligations in the framework of this agreement that arise from the Consumer Protection Law and the Regulation of Distance Contracts. This contract determines the rights and obligations of the parties in accordance with the law no.4077 Consumer Protection Law and the Regulation of Distance Contracts; in concern with the sales and delivery of the product ordered by the BUYER electronically on nightandmild.com that belongs to, the features and the sales price of which is specified below.

The BUYER hereby accepts and declares that he/she was informed clearly, apprehensibly and appropriately to the internet environment by the SELLER about all the rudiments such as SELLER’s name, title, address, phone number, other contact information, basic features of product that is sold, its sales price including taxes, the payment method, delivery terms and charges, etc. and the use of the right of “withdrawal” and how this right can be used, the official authorities they can communicate for complaints and objections; accepts and declares that he/she approved these rudiments electronically and then placed the order of the product.

The Terms of Use on nightandmild.com and the invoice that is issued after the BUYER places an order are inseperable parts of this contract.

Clause 3- Contract Product/Payment/Delivery Information

The type and quality, the quantity, the brand/design, the sales price, payment method, the ship-to party, delivery address, invoice information, shipment fee of the product/products are as indicated below. The person whose name will be on the invoice and the person who accepts this contract must be the same. The following information must be accurate and complete. The BUYER accepts to fully compensate the losses and accepts all the liability that may arise when the following information is not correct or there is missing information. When the SELLER deems necessary, when the information provided by the BUYER does not reflect the truth, the SELLER holds the right to stop the order. The SELLER freezes the implementation of the order for 7 (seven) days in case the SELLER identifies a problem in the order, and the SELLER cannot reach the BUYER from the phone number, email, mailing address provided by the BUYER. In this period, the BUYER is expected to contact the SELLER about the topic. In case there is no response from the BUYER in this period, the SELLER cancels the order in order not to harm both parties.

The product/products that are bought

Name, code:

Total sales price:

Payment Method: Credit Card / Wire Transfer

The Person it will be delivered to:

Phone Number:

Delivery Address:

The Person/Corporation to be billed:

Billing Address:

Tax Office:

Tax Identification Number:

Shipment Fee:

Clause 4- Contract Date and Force Majeure

The contract date is the date that the BUYER places the order.

The conditions that did not exist or that weren't foreseen on the day this contract was signed, the conditions that develop beyond both parties control, the conditions that make it impossible for one or both of the parties to fulfill parts or all of their responsibility or to fulfill them on time will be accepted as Force Majeure (natural disaster, war, terror, riot, change of legislation provisions, confiscation or strike, lock-out, significant damage at production or communication facilities, etc.).

When the state of force majeure continues and the parties cannot fulfill their deeds, there will be no liability. In case this state of force majeure continues longer than 30 (thirty) days, each party will have the right to cancel the contract ex-parte.

Clause 5- Rights and Obligations of the Seller

5.1. The SELLER, in accordance with the terms of no.4077 Consumer Protection Law and the Regulation of Distance Contracts, accepts and undertakes to completely fulfill the deeds of this contract attributed to his side, except for force majeure.

5.2. People under 18 (eighteen) cannot purchase from nightandmild.com. The SELLER will assume that the age the BUYER states on the contract is accurate. However, no liability will be put on the SELLER because of the fact that the BUYER miswrites his/her age.

5.3. and nightandmild.com are not liable for price miscalculations that arise from system errors. Based on this, the SELLER is not liable for advertising and price errors that may arise due to the website system, design or unlawful interference on the website. The BUYER cannot claim anything based on system errors.

5.4. It is possible to purchase on nightandmild.com using a credit card (Visa, MasterCard, etc.) or through wire transfer. If the wire transfer is not completed within 3 (three) days of the purchase, the order will be cancelled. The order will be put into process, not the moment the order is placed, but the moment collections are made from the credit card or when the wire transfer reaches the SELLER's bank account. Other payment methods such as postal cheque or cash on delivery, which are executed without conferring to customer relations, are not accepted.

Clause 6- Rights and Obligations of the Buyer

6.1. The BUYER accepts and undertakes to completely fulfill the deeds of this contract attributed to his/her side, except for force majeure.

6.2. The BUYER accepts and undertakes that when he/she places an order, he/she is deemed to have accepted the terms of this contract and that he/she will make the payment according to the method specified in this contract.

6.3. The BUYER hereby accepts and declares that he/she was informed clearly, apprehensibly and appropriately to the internet environment by the SELLER about all the rudiments such as SELLER's name, title, address, phone number, other contact information, basic features of product that is sold, its sales price including taxes, the payment method, delivery terms and charges, etc. and the use of the right of "withdrawal"

and how this right can be used, the official authorities they can communicate for complaints and objections; accepts and declares that he/she approved these rudiments electronically and then placed the order of the product.

6.4. Based on the previous clause, the BUYER declares that he/she read and had information about the order/payment/usage procedures on nightandmild.com, which include product order and payment terms, instructions for product usage, contingency precautions and warnings.

6.5. The BUYER, in case he/she wants to return the product, accepts and undertakes not to damage the product and its packaging under any circumstances, and accepts and undertakes to return the original invoice and waybill when returning the product.

Clause 7- Order/Payment Procedure

Order:

After the total price in TL/USD/EUR including taxes (and the total number of installments for installment shopping) of the items added to the shopping cart is approved by the BUYER, the order is put into process via the concerned credit card pos device. Therefore, an order confirmation email is sent to the customer before the products are sent. No dispatch is done without sending an order confirmation email first.

Any disruption in the process or problems that may arise about the credit card will be communicated to the BUYER through one or several of the phone/fax/email information he/she stated on the contract. If need be, the BUYER may be asked to contact his/her bank. The order will be put into process, not the moment the order is placed, but the moment collections are made from the credit card or when the wire transfer reaches the SELLER's bank account.

Exceptionally, when it is discovered that the contract product cannot be supplied due to justifiable reasons or when a stock problem is encountered, the BUYER is instantly and clearly informed and if approved, a different product equal in quality and price can be sent to the BUYER; or in accordance with the BUYER's wish and choice, another product may be sent, and/or the order might be hold until the obstacle that causes the product to be dispatched disappears or until the contract product becomes available in stock again and/or the order might be cancelled.

In the events that the obligation to deliver the contract product becomes impossible, the BUYER is informed about this situation, the total amount paid and all kinds of documents that binds the BUYER (if there are any) will be returned and refunded to the BUYER within

20 (twenty) days and the contract will be cancelled. In such an event, the BUYER will not claim any extra pecuniary or non-pecuniary damages.

Payment:

On mightandmild.com, money order option is presented for buyers that do not want to use credit card information in the internet environment. With money order, the BUYER can do wire transfer or electronic funds transfer to the specified bank account. If electronic funds transfer (EFT) option is selected, the date the money reaches the SELLER's bank account will be taken into consideration. When doing wire transfer or EFT, the "Sender Information" must be the same with the Billing Information and order number must be specified.

In the event that the corresponding bank does not pay the cost of the product to the SELLER because of the fact that BUYER's credit card is used unrightly and illegally by unauthorized persons, not because of BUYER's fault, the BUYER is required to return the dispatched product back to the SELLER in 10 (ten) days. In such cases, delivery fee is paid by the BUYER.

The BUYER accepts, declares and undertakes that if the BUYER chooses to pay with a credit card, corresponding information of interest rates and default interest will be confirmed separately with the bank; that the interest rates and default interest terms will be enforced within the context of "Credit Card Contract" between the Bank and the BUYER.

Clause 8- Shipment/Delivery Procedures

Shipment:

Once the order confirmation email is sent, the product/products are handed to SELLER's contracted courier company.

Delivery:

The product/products will be handed to SELLER's contracted courier company. The delivery time is 30 (thirty) days after the order confirmation email is sent and the contract is made. This period can be extended by 10 (ten) days on condition that the BUYER is notified beforehand or with constant data streaming.

To the regions that the courier company does not make deliveries, the products will be sent to the nearest branch Office and the BUYER will be notified to pick it up from that office.

In areas where the courier company makes a delivery only once a week, there may be delays in delivery date due to miswritten address details, incomplete information, or some social events and natural disasters. The BUYER cannot put any liability on the SELLER

due to these delays. The SELLER is not responsible for any extra cargo fees in case the package is to be delivered to a different person/institution (other than the BUYER), and the recipient person/institution does not accept the package; or in case there is a mistake in the delivery details, or in case the recipient is not at the delivery point. In the event that product/products are not delivered to the BUYER within the specified period, delivery problems should be reported immediately through the email address .

In case of a damaged package, the damaged cargo should not be accepted and a statement should be taken down with the courier company official. In case the courier company official has the opinion that the package is not damaged, the BUYER has the right to claim to open the package right there and make sure the products are delivered intact and to document this situation with an official report. Once the package is accepted by the BUYER, it is assumed that the courier company completed its task fully and properly. In case the package is not accepted and an official statement is taken down, then this situation should be reported to the SELLER through info@nightandmild.com along with a copy of the statement as soon as possible.

Clause 9- The Procedures for Product Return and Right of Withdrawal

Product Return:

The BUYER has the right of withdrawal without any justification and without paying a fine within 7 (seven) days after accepting the product. As per 385 Tax Procedure Law, the duplicate sales invoice that is delivered together with the product, should be sent to the SELLER along with the product, both complete and intact. The right of withdrawal period starts on the day that the product is delivered to the BUYER. The delivery fee of the returned product/products must be paid by the BUYER.

The right of withdrawal for products that are custom-made for the BUYER, is out of the question.

In case the BUYER uses his/her right of withdrawal, the SELLER will refund the total amount paid and return all kinds of documents that binds the BUYER (if there are any) without charging any expenses on the consumer within 20 (twenty) days after the product and the invoice including the declaration of withdrawal is received by the SELLER.

A loss in the value of the returned product or a reason precluding the return, do not restrain the right of withdrawal. However, in case the loss of value or the reason precluding the return are caused by the BUYER's fault, then he/she should compensate the cost of the product or the amount of loss in the value.

For every product that is bought erroneously, the general return period is 7 (seven) days. The unpacked, damaged, ruined, used, etc. products cannot be returned. The returned product should be undamaged and complete with the original packaging, standard accessories (if any), and with other products that are sent as a gift.

In the event that an opening, deformation, rupture, ruin, tear, usage or other conditions are discovered on the packaging or the product that is bought erroneously; and in the event that the product is not returned in its original state as the way it was delivered to the BUYER, the product's return is not accepted and the price is not refunded.

For product return, the case should first be conveyed to info@nightandmild.com. The product return information is conveyed to the BUYER by the SELLER. After this, the product along with the invoice that contains product return information, should be transported to the SELLER via the courier company that made the delivery. In the event that the returned product received by the SELLER meet the conditions specified by this contract, its return is accepted, and the refund is made to the BUYER's credit card or bank account. A refund is not paid before the product is returned. When a refund is sent to the credit card, the transfer period of the refund to the credit card account is at the disposal of the concerned bank.

In case the purchase is done with a credit card and with installments, the refund procedure will be as follows: The bank will do the refund in the same number of installments as the BUYER requested when purchasing the product. In order not to victimize the concerned parties, in the event of a refund of installment payments done through the bank pos machines to the BUYER's credit card, the requested refund amount will be transferred in installments to the holder party account by the bank once the BUYER makes the payment to the bank in full in a lump. If the product return date and the credit card statement date does not coincide, 1 (one) installment refund will be reflected each month. If there are installments that the BUYER made until the cancellation of the order; once the installments of the sale is complete, the BUYER will continue to receive monthly installments as per the amount he/she made prior to the cancellation.

As per the contract The SELLER made with the bank, in the event of a return of a product or service that was purchased with a credit card, the SELLER cannot make a cash payment to the BUYER. The contracted Merchant, meaning the SELLER, will do the refund through the respective software in case of a return. As the contracted Merchant, meaning the SELLER, is responsible to pay the concerned amount to the concerned bank

in cash or on account, as per the procedure detailed above a cash payment to the BUYER cannot be done.

The refund to the credit card will be done, once the BUYER makes the payment to the bank in full in a lump, as per the procedure described above.

Clause 10- Privacy

The information provided to the SELLER in this contract and the information provided for payment purposes by the BUYER, will not be shared with third parties.

The buyer will reveal this information only in the event of an official/legal obligation. The SELLER can provide the requested information, if the SELLER possesses it, to the concerned authority for inquests that have certified investigation licences.

The credit card information is not stored under any circumstances. The credit card information is only transmitted to the concerned banks in order to get provision when making collections, and then deleted from the system after the provision.

The BUYER's email address, mailing address and phone number information is used by the SELLER only for standard product delivery and informing procedures. At certain times, special offers, information about new products, and promotion information can be sent to the BUYER after his/her approval.

Clause 11- In the event of Disagreement, Authorized Court and Enforcement Offices

In the event of a disagreement caused by the implementation of this contract, Consumer Arbitration Committees or Consumer Courts that are in the residential area of the SELLER or the BUYER, are entitled based on the amounts that are declared each December by Industry and Commerce Ministry.

Clause 12- Validity

This Contract consisting of 12 (twelve) clauses and nothing more, is read by the Parties, approved and signed by the BUYER electronically and become effective immediately.

SELLER:

Mersis No: