



- F.** The BUYER hereby accepts, declares and undertakes to give necessary power to SELLER and/or 3<sup>rd</sup> party and its attorney to be notified for follow up with the aim of collecting all insurance indemnities and indemnifying the lost cost of vehicle from insurance companies and 3<sup>rd</sup> parties in case the vehicle is involved in an accident before the clearance of debt.
- G.** The BUYER hereby accepts, declares and undertakes to avoid from all kinds of attitudes and behaviors which may damage the reputation, peace and quiescent of SELLER or its group companies directly or indirectly; to keep all negotiations and agreements between SELLER confidential and not to disclose them or let their disclose to any person, institution or company without prior consent of SELLER; to keep methods, policies, pricing, marketing strategies, sales services, suppliers, current and potential customers related to operation of SELLER or its group companies and all other similar information and material and all kinds of information or indicating those material or evoking them confidential and not to disclose them or let their disclose to any person, institution or company without prior consent of SELLER; not to disclose them in any way and by any means and not to disclose them through media and media/social organs or let them disclosed; not to share them on forums and/or all similar web portals; not to use them as advertisement or disclose them and not to show them as reference through visual or written media and to show maximum care to all these issues.
- In case the BUYER acts contrary and/or verbal or written warning does not give a result and he insists on his behaviors, the SELLER is entitled to terminate this Agreement based on these unilaterally. The BUYER is obliged to indemnify all losses of SELLER arising from this termination unconditionally.
- H.** In case the BUYER acts contrary to his statements and undertakings in this Agreement and he does not cover this breach in 2 business days despite SELLER's request, the SELLER is entitled to terminate this Agreement unilaterally. The BUYER is obliged to indemnify all losses of SELLER arising from this termination unconditionally.

**Article 5. BASIC QUALIFICATIONS, PRICE AND PAYMENT PLAN OF GOOD AND SERVICE WITHIN THE SUBJECT OF AGREEMENT**

Nameplate	XXXXXXXXXXXXX
Type	XXXXXXXXXXXXX
Brand and Type	XXXXXXXXXXXXX
Model Color	XXXXXXXXXXXXX
Motor No.	XXXXXXXXXXXXX
Chassis No.	XXXXXXXXXXXXX
Registry No.	XXXXXXXXXXXXX
Registry Date	XXXXXXXXXXXXX
License Holder	XXXXXXXXXXXXX XXXXXXX
Kilometer	XXXXXXXXXXXXX
Tramer (Traffic Insurances Information Center) Info	XXXXXXXXXXXXX
Cash Price (including All Taxes)	TRY XXXXXXXXXX
Forward Price (including All Taxes)	TRY XXXXXXXXXX

The cash price of vehicle including all taxes, car insurance and warranty is TRY 59,382.80. The forward price including all taxes is TRY 72,180.28. TRY 29,000.00 was paid in cash to the SELLER by BUYER at the delivery. The balance amounting to TRY 43,180.28 has been installed as shown in the table. The total amount includes marketing, consultancy, VAT and all taxes. The annual delay interest rate applied for forward receivables corresponds to 18.74%. This rate shall be shown on bills to be issued for forward sales.

Instalment No.	Payment Date	Payment Amount	Remarks
1	22/11/2019, Fri	TRY XXXXXXXXX	
2	22/12/2019, Sun	TRY XXXXXXXXX	
3	22/01/2020, Wed	TRY XXXXXXXXX	
4	22/02/2020, Sat	TRY XXXXXXXXX	
5	22/03/2020, Sun	TRY XXXXXXXXX	
6	22/04/2020, Wed	TRY XXXXXXXXX	
7	22/05/2020, Fri	TRY XXXXXXXXX	
8	22/06/2020, Mon	TRY XXXXXXXXX	
9	22/07/2020, Wed	TRY XXXXXXXXX	
10	22/08/2020, Sat	TRY XXXXXXXXX	
11	22/09/2020, Tue	TRY XXXXXXXXX	

12	22/10/2020, Thr	TRY XXXXXXXXX	
13	22/11/2020, Mon	TRY XXXXXXXXX	
14	22/12/2020, Tue	TRY XXXXXXXXX	
15	22/01/2021, Fri	TRY XXXXXXXXX	
16	22/02/2021, Mon	TRY XXXXXXXXX	
17	22/03/2021, Mon	TRY XXXXXXXXX	
18	22/04/2021, Thr	TRY XXXXXXXXX	
19	22/05/2021, Sat	TRY XXXXXXXXX	
20	22/06/2021, Tue	TRY XXXXXXXXX	
21	22/07/2021, Thr	TRY XXXXXXXXX	
22	22/08/2021, Mon	TRY XXXXXXXXX	
23	22/09/2021, Wed	TRY XXXXXXXXX	
24	22/10/2021, Fri	TRY XXXXXXXXX	
12	22/10/2020, Thr	TRY XXXXXXXXX	Car Insurance

UNLESS OTHERWISE NOTIFIED TO HIM, THE BUYER SHALL MAKE ALL PAYMENTS SPECIFIED IN THE PAYMENT TABLE TO THE ACCOUNT OF WOWWO E-TICARET TELEKOMUNIKASYON A.S: VAKIFBANK MASLAK BRANCH NO:0401 - ACCOUNT NO: 00158007306550749, EFT IBAN NO: TR59 0001 5001 5800 7306 5507 49 AND HE SHALL STATE THE NAME OF DEBTOR AND TERM.

Unless otherwise notified to him via sms or in written, the BUYER will make all payments relevant to this Agreement to the bank account stated above. The BUYER accepts, declares and undertakes that he will make all payments to the bank account of WOWWO E-TICARET TELEKOMUNIKASYON A.S. stated above and he will not make the payments arising from this Agreement to any other account and in case he has made to another account, it will be deemed that he has not made payment relevant to the Agreement and thus, he will bear legal consequences of this.

The SELLER accepts that the payment made by the BUYER to the aforementioned bank account is the payment which has been made within the scope of this Agreement.

The SELLER has issued individual bills of exchanges bearer to holder, which will not exceed the installation amount for payment of each installation against the payments undertaken by BUYER based on this Agreement and the bills of exchanges issued has been signed by BUYER. The BUYER may receive the promissory note/promissory notes by going to the bank branch specified in the notification on the due date according to the notification of the promissory notes sent by the bank and by making the relevant payment at the cash desk. If the BUYER does not go to the bank branch shown above and does not pay the promissory note at its cashier, -considering the fact that the said promissory notes will be sent back to the company headquarters by the bank- even if he/she have made the payment by wire transfer, EFT, or at other branches on the due date or after the due date, he/she will be able to receive the paid promissory notes from the SELLER's address written in the CONTRACT against a promissory note delivery receipt only when all the debt arising from the sales contract are fully paid. The BUYER accepts that the necessary information regarding this form of payment has been provided. The BUYER accepts and declares that he/she cannot receive the promissory notes that has not been paid by going to the bank branch as shown in the contract, before the closure of all the CONTRACTUAL debt, that the SELLER has not any responsibility in this regard, that he/she will hold all the responsibility and expenses incurred in a contrary situation, and that she/she release the SELLER irrevocably in this respect.

The BUYER hereby accepts and undertakes to make the payments to SELLER based on the payment plan given in this article and to pay a delay clause at the rate of 10% of installment amount for each installment and delay interest arising from this delay.

#### Article 6. DELIVERY

The vehicle, which is purchased, shall be delivered to BUYER in 2 business days following the payment of advance payment and signing all instruments. The BUYER shall submit the vehicle registration certificate and all instruments necessary for taking the delivery of vehicle, to institution where the vehicle is.

The BUYER assumes the delivery expenses. In case the BUYER is not at the address of BUYER at the time of delivery, the SELLER shall be deemed as fulfilled his obligation to deliver fully and completely. In case the delivery of vehicle is not taken as specified in this article, the BUYER assumes all losses arising from late delivery of vehicle if he does not take the delivery of vehicle specified in this article and he is liable for indemnifying loss of SELLER.

The SELLER is liable for giving information to BUYER if the vehicle is not delivered duly because of stock-out, transportation and similar commercial opportunities, unexpected cases, force majeure or weather conditions preventing the transportation, disruption of transportation, extraordinary cases such as terror, etc. The BUYER is entitled to exercise one of his rights to withdraw from Agreement (terminating the Agreement), change the vehicle with another vehicle at same quality and price and/or delay the delivery of vehicle until the case preventing the

delivery has been abolished. If the BUYER withdraws from Agreement, the amount and all obligating instruments shall be returned to him in fourteen days as from the delivery of termination notice to SELLER. Moreover, the BUYER is not entitled to claim his loss from SELLER.

In order to make delivery of this vehicle subject to Agreement, one signed copy of this Agreement shall be delivered to SELLER and the entire vehicle cost or advance payment shall have been paid to BUYER through mode of payment preferred by BUYER and the payment instruments and valuable instruments shall have been signed. If the vehicle order is cancelled for any reason and the BUYER refrains from signing the agreements issued by SELLER, the SELLER shall be released from delivery of vehicle.

<b>To be Delivered</b>	
<b>Person/Institution</b>	XXXXXXXXXX
<b>Delivery Address</b>	MALTEPE MAH. YILANLI AYAZMA SOK. NO:15 KAT:11 ZEYTİNBURNU ISTANBUL
<b>Invoice Address</b>	XXXXXXXXXXXXXXXXXXXXXX
<b>Delivery Conditions</b>	The parties hereby accept their addresses specified in this Agreement (residence, main and all kinds of correspondence addresses) as their notification address. Unless the change of address is not notified to other party through notary, the notices to be made to those addresses shall become valid pursuant to notice code. The acknowledgement messages will be sent by SELLER to contact details given in this Agreement and no delivery is made no feasts and holidays. If the vehicle that you have paid over internet has not available on our stocks, the waiting period is at least 4 (Four) days and maximum 30 (thirty) days. If the vehicle is not delivered to the consumer within these periods, the payment is refunded to BUYER in 7 days.
<b>BUYER Services e-mail</b>	bilgi@wowwo.com
<b>BUYER Services Telephone Number</b>	(212) 709 81 81

#### Article 7. DEFAULT, LEGAL PROCEEDINGS AND EARLY PAYMENT

In case the BUYER goes into default in paying the instalments although the SELLER has fulfilled all its liabilities resulted from the Agreement, the SELLER has the right to request whole remaining debt. In order that the SELLER may exercise this right, BUYER shall have gone into default in any two of instalments or an instalment constituting at least one fourth of balance debt. In this case, the SELLER is entitled to claim the entire balance debt from BUYER without waiting the maturity of debt.

If the BUYER desires to pay the entire debt as cash, the SELLER calculates the discount based on early payment plan specified on [www.wowwo.com](http://www.wowwo.com).; this discount ratio may change depending on BUYER and this ratio is not fixed and variable. The SELLER makes the necessary discount and apply the discount to balance debt. The BUYER is obliged to make payment in 3 business days following the application of discount; the discount proposal becomes invalid if the payment is not done in 3 business days. Moreover, the BUYER has been released from vehicle obligation if the payment has been done in 3 business days following the application of discount. However, his obligation to renew the Compulsory Financial Liability Insurance and Car Insurance Policies undertaken in this Agreement will not have been released. The BUYER's responsibility in terms of policy continues as if the vehicle installments continue. If the BUYER requests discount again, the ration valid on the request of discount shall be taken in consideration. The BUYER cannot claim another discount. The SELLER makes a discount by calculating its expenses and legal liabilities. The BUYER cannot claim the discount on SELLER's expenses, taxes, charges and duties and he is only entitled to claim discount on his balance debt. The discount is applied after deducting the expenses and costs and this discount is determined by SELLER freely. The SELLER is free to determine the discount ratio to be applied if the BUYER pays his debt early. The BUYER cannot claim discount in the manner this will exceed the discount ratio to be applied by SELLER. The SELLER shall calculate the discount ratio specified in the early payment plan and request the BUYER to pay his balance debt. The BUYER cannot claim extra discount other than these. If the BUYER does not go in default, the early payment discount is not applied even if he makes early payment. If the BUYER pays several bills but he did not pay the entire debt, the discount is not applied but only when he pays the entire debt early, this discount amount is applied. If the vehicle is totaled-off before payment of entire debt of vehicle subject to this sales agreement, the discount is not applied to balance debt and the amount collected from vehicle insurance company shall be deemed as balance debt of vehicle. If the insurance company makes payment at an amount higher than balance debt of Buyer, the SELLER shall submit a statement to insurance company for making payment to Buyer for amount exceeding the Debt to Seller. The BUYER hereby accepts and declares not to claim any discount other than this irrevocably.

If the forward sales is made through Bank credit cards partially or wholly, the BUYER hereby accepts, declares and undertakes that the information on interest ratios and delay interests will be confirmed by BUYER and the provisions related to interest and delay interest will be applied within the scope of agreement concluded by and between Bank and BUYER pursuant to applicable legislation. In the installment procedures, the provisions of agreement concluded by and between BUYER and card holder bank becomes valid. The payment date of credit card is determined pursuant to agreement concluded by and between bank and BUYER.

If the BUYER goes in default in the transactions made with credit card, he shall pay interest within the frame of credit card contract made with the credit card holder and bank and he will be responsible against the bank. In this case, the relevant bank can take legal actions; claim the expenses and attorney fee from BUYER and if the BUYER goes in default because of his debt, the BUYER accepts to pay the losses and damages of SELLER due to delay fulfillment of his obligation.

#### Article 8. **WITHDRAWAL**

The BUYER reserves right to withdraw from Agreement in seven days without showing a reason and paying a penal clause. He can exercise his right to withdraw based on gross negligence, which may occur afterwards and are not specified in the report of expertise issued by contracted company.

The BUYER is obliged to notify his withdrawal from Agreement in 7 days as from contract date in written through notary.

The BUYER is responsible for cautionary judgements on vehicle which may be taken in future since the vehicle is involved in a crime or subject to a crime, within this 7-day period. This responsibility is limited to vehicle amount specified in the Agreement. The BUYER hereby accepts and undertakes to pay the litigation expenses, attorney fees and all expenses arising from involving in a crime irrevocably.

If the BUYER withdraws from Agreement, he is obliged to deliver the vehicle without using it completely and free from damages.

Pursuant to Regulation on Installment Selling Agreements Clause No. 7 Sub-clause no. 3 concerning right to withdraw, the consumer can use the good only to the extent of ordinary examination if the seller has delivered the good to consumer within the period of withdrawal. The ordinary examination covers the first examination of good. In case the good is used customarily, the consumer is not entitled to exercise his/her right to withdraw. Therefore, s/he cannot exercise his/her right to withdraw without showing a reason if the vehicle is used for any purpose other than ordinary examination within the period of withdrawal.

The BUYER hereby accepts, declares and undertakes that the use of vehicle will not exceed 15 km daily and 105 km in total after he has received the vehicle if he has exercised his right to withdraw and he is not entitled to exercise his right to withdraw if the specified km is exceeded.

The BUYER is entitled to exercise his right to withdraw within 7-day period, but he cannot exercise his right to withdraw verbally or by telephone and via e-mail.

The BUYER is obliged to cover the expenses made by SELLER and taxes, duties, charges, notary expenses and other expenses which have accrued and will accrue, if he has exercised his right to withdraw. The BUYER is obliged to deliver the vehicle as unused and completely. The BUYER hereby accepts and undertakes to pay those expenses irrevocably.

The BUYER does not let 3<sup>rd</sup> parties to use the vehicle or rent it out within the period of withdrawal. If the BUYER lets any third party use the vehicle or rent it out, the SELLER is entitled to terminate the Agreement unilaterally. The BUYER is obliged to cover all losses arising from termination of Agreement unconditionally.

If the BUYER lets his immediate family to use the vehicle, he is obliged to notify the provisions of this Agreement and its consequences. If the vehicle sold by SELLER is damaged since the vehicle is used by immediate family of BUYER, the BUYER is responsible for this and obliged to pay all losses.

#### Article 9. **TRAMER (Traffic Insurances Information Center) and EXPERTISE**

The SELLER told the km and insurance tramer data specified in the vehicle delivery record enclosed herewith; expertise information to BUYER in detail and gave information on insurance tramer record and thus, the BUYER has accepted these. The BUYER conducted the expertise of vehicle and checked its engine and gearbox and accepted the vehicle as it is and accepted, undertook and signed this Agreement irrevocably.

If the BUYER takes the delivery of defective and faulty Good/Service subject to Agreement without inspecting it beforehand (by stating that he has accepted the current situation of vehicle without conducting expertise, making tramer investigation, investigating the kilometer, authorized service and examination, making necessary controls and examinations), the BUYER assumes the whole responsibility. The BUYER accepts that the Good/Service has taken as free of damages and solid.

#### Article 10. **WAIVER**

The BUYER gives consent to SELLER to close the operation of vehicle over the control system unconditionally if he goes in default for paying his debt arising from this Agreement. The BUYER hereby accepts and declares that he will not make an objection to closure procedure and he has waived from all his rights to object with respect to

this closure procedure. The BUYER hereby accepts and declares that he has waived from his right to claim any right and loss regardless of the name under which, from SELLER due to this procedure and closure of vehicle to use by BUYER.

If the BUYER let any third party to use the vehicle, the BUYER is liable for notifying the third party about this Agreement and its provisions.

When the BUYER transfers the vehicles bought based on this Agreement to any third party, this does not release its liabilities and undertakings and all kinds of liabilities and undertakings of BUYER shall continue until the debt arising from Agreement is paid entirely.

#### Article 11. DEED OF EVIDENCE

In case of any dispute, the BUYER accepts and declares that all commercial books and records and computer records of SELLER will form a basis to the evidence pursuant to the Code of Civil Procedure Article No. 193 and he has waived from his right to object these.

#### Article 12. DEED OF AUTHORITY

In case of disputes resulted from this Agreement, Istanbul Courts (Cağlayan) and enforcement offices are authorized. The BUYER may apply to Consumer Courts and Consumer Arbitration Courts for the disputes resulted from this Agreement by considering the legal limits.

#### Article 13. TRANSFER AND ASSIGNMENT

The SELLER may transfer all its rights, receivables and/or liabilities resulted from this Agreement to any natural or legal persons without making any notification and without the need to receive the consent of BUYER.

#### Article 14. SEVERABILITY

The provisions of this Agreement are divisible; if any of its provisions become null or cancelled or inapplicable, this case will not affect the validity of other provisions.

#### Article 15. ENFORCEMENT

This Agreement has been concluded as 1 original copy on October 25, 2019 and after each article has been read and discussed by parties, it has been signed along with annexes and thus, it enters into force.

Maturity and Penal Clause Protocol, Payment Plan, Vehicle Pledge Agreement, Write Installation off Agreement, Vehicle Delivery Record, Statement Record, Letter of Payment Consent, Letter of Decrease in Value Consent, Approval Form and Expertise Report are indispensable parts of this agreement and they are annexes of Agreement having the same effect.

The SELLER has delivered one copy of Agreement has been delivered to BUYER by hand.

DEBTOR	SELLER
NAME SURNAME: XXXXXXXXXXXXX	COMMERCIAL TITLE: WOWWO E-TICARET TELEKOMUNIKASYON VE TEKNOLOJI ANONIM SIRKETI
T.R. ID NO: XXXXXXXXX	TAXPAYER'S ID: 8140490439
ADDRESS: XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	ADRESS: MALTEPE MAH. YILANLI AYAZMA SOK. NO:15 KAT:11 ZEYTİNBURNU / İSTANBUL
TEL/MOBILE: XXXXXXXXX	TEL/MOBILE: 0(212) 709 8181
DATE: XXXXXXXXXXXXXXXX	DATE: XXXXXXXXXXXXXXXX

#### STAMP/SIGNATURE

**MATURITY AND PENAL CLAUSE PROTOCOL****PARTIES**

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SELLER	WOWWO E-TİCARET TELEKOMİNİKASYON VE TEKNOLOJİ A.Ş. Maltepe Mah. Yılanlı Ayazma Sk. No:15 Kat:11 Zeytinburnu/İSTANBUL
BUYER	XXXXXXXXXXXXXXXXX (T.R. ID. NO: XXXXXXXXXXXXX)
SUBJECT	Maturity and Penal Clause Protocol

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As BUYER, I hereby read and signed this protocol by irrevocably ACCEPTING, DECLARING and UNDERTAKING that all my bills specified in the payment plan will become DUE AND PAYABLE without the need to further notice and warning as a security for payment of cost of vehicle purchased from SELLER if any of my bills are not paid duly.

I hereby accept, declare and undertake irrevocably with my free will and under no pressure that the legal actions and execution proceedings can be taken/initiated for these bills and thus, I am responsible for a penal clause a the rate of 30% (thirty percent) of contract value, legal attorney fees and litigation and execution proceedings bearing an interest at the rate of 15% (fifteen percent) annually and in this regard, I waived my miscellaneous rights to sue and object with the reduction of penal clause since I lead to any legal action and execution proceeding.

XXXXXXXXXXXXX  
SIGNATURE  
(hand annotation – I read and accept)

**LETTER OF STATEMENT**

Within the frame of agreement made between seller, Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş. and TÜRK NIPPON Sigorta for vehicle with the plate no XXXXXXXX subject to used car sales agreement numbered XXXXXXXX concluded by Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş., an offer was made to me regarding making an insurance agreement due to breakdowns, which may occur on Motor, Mechanic, Gearbox and Electrical Equipment. The expertise examination was made on vehicle with the plate no. xxxxxxxx by ..... which was determined by me before sales agreement. Since there is no breakdown and defect on vehicle as determined in the expertise examination, I hereby accept to make insurance offered by seller. I assume all legal responsibility due to all breakdowns and defects including Motor, Mechanic, Gearbox and Electrical Equipment which may occur on vehicle following the sale, and I hereby declare, accept and undertake that the seller has no further responsibility on relevant vehicle after the sale. October 25, 2019.

SELLER

**Wowwo E-Ticaret  
Telekomünikasyon ve  
Teknoloji A.Ş.**

BUYER

.....

WITNESS

.....

WITNESS

.....



**LETTER OF PAYMENT CONSENT**

Pursuant to Vehicle Sales Agreement (Agreement) dated October 25, 2019, which was concluded and signed by and between Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş. acting as "SELLER" and xxxxxxxxx acting as "BUYER"; this Letter of Bill Delivery (Letter of Consent) has been issued upon mutual agreement of parties on October 25, 2019. The BUYER and SELLER are hereinafter referred as "Party" individually and "Parties" jointly in this letter of consent.

The BUYER hereby accepts and undertakes to pay the bills/cheques which have been delivered for securing the balance Sales Cost, fully and without delay on the dates specified in the AGREEMENT. The BUYER is liable for making all payments against receipt and/or bank receipt. The BUYER hereby declares, accepts and undertakes that all payments not proven with receipt and/or bank receipt upon demand of SELLER will be regarded as not done and he will not make any claim regarding to these payments.

The parties hereby accept, declare and undertake that the bills whose payments have been made, will be returned to BUYER by SELLER based on a bill delivery record when all debts of BUYER are cleared and the SELLER will not start legal proceedings for relevant bills when the payments undertaken to be made on dates specified in the bill record enclosed to AGREEMENT.

The BUYER hereby declares, accepts and undertakes that he will return these bills/cheques to SELLER upon request of SELLER promptly if the bills/cheques unpaid by SELLER are delivered to BUYER accidentally and he is liable for proving these payments with receipt, bank receipt or similar instruments if he makes a claim regarding payment of those bills/cheques. If the bills/cheque for which the BUYER is liable for paying are lost and the SELLER gives a written instrument concerning the loss of these bills/cheques and undertaking their responsibility, he cannot refrain from paying the bills/cheques. The BUYER hereby accepts, declares and undertakes that the SELLER is entitled to terminate the AGREEMENT unilaterally if he does not pay any bill/cheque/cost for any reason.

The BUYER hereby accepts, declares and undertakes that the BUYER authorizes the SELLER to follow up all process for collection of losses arising from decrease in value, and to take actions and conclude these actions and claim any loss of value if the vehicle with the plate no. xxxxxx and chassis no. XXXXXXXXXXXXXXXXXXXXXXXX subject to AGREEMENT is involved in an accident in any way and thus, he gives consent to payment of loss of value to SELER and collect the expenses at the rate of 15% from the loss of value collected by SELLER and to offset the balance amount (85%) from debt of BUYER.

This letter of payment has been read by parties and issued in 1 (one) copy and thus, one certified copy has been delivered to BUYER by hand. This letter of payment is an indispensable part of AGREEMENT and has the same effect with agreement.

Date: XXXXXXXXXXXX

BUYER  
.....

SELLER  
Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş.

**LETTER OF INSURANCE DAMAGE CLAIM CONSENT**

Pursuant to Vehicle Sales Agreement (Agreement) dated October 25, 2019, which was concluded and signed by and between Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş. acting as "SELLER" and xxxxxxxxxxxxxxxx acting as "BUYER"; this letter of consent has been issued upon mutual agreement of parties on xxxxxxxxxxxxxxxx. The BUYER and SELLER are hereinafter referred as "Party" individually and "Parties" jointly in this letter of consent.

The BUYER hereby accepts, declares and undertakes that the BUYER authorizes the SELLER to follow up all process for collection of losses arising from decrease in value, to take actions and conclude these actions, to follow up, claim and collect the damage claims, scrap claims, claims for loss of value, loss of profit arising from not operating the vehicle within the period of repair of damage and all other traffic claims and to make all other relevant applications, to make necessary objections to defect ratios determined for accidents and to collect the expert and reference costs on these issues and to claim the relevant amounts if the vehicle with the plate no. xxxxxxx and chassis no. xxxxxxxxxxx subject to AGREEMENT is involved in an accident in any way and thus, he gives consent to payment of these amounts to SELER and the SELLER is entitled to transfer all its rights, receivables and/or liabilities arising from this letter of consent to any natural or legal entity without making a notice to BUYER and obtaining his consent. The SELLER shall offset the balance amount, which is determined by deducting the expenses collected from insurance company, from bills payable of BUYER but this offsetting shall be started from latest bill of BUYER as given below.

1. 65% of balance after deducting the expenses for files not referred to arbitration
2. 50% of balance after deducting the expenses for files referred to arbitration

This letter of insurance damage claim consent has been read by parties and issued in 1 (one) copy and thus, one certified copy has been delivered to BUYER by hand. This letter of insurance damage claim consent is an indispensable part of Vehicle Sales Agreement and has the same effect with agreement.

Date: XXXXXXXXXXXXX

BUYER

.....

SELLER

Wowwo E-Ticaret Telekomünikasyon ve Teknoloji A.Ş.



## VEHICLE DELIVERY MINUTE

## VEHICLE BRAND MODEL CHASSIS NO PLATE KM

2014 3 1 Citroën C-Elysée xxxxxxxx xxxxxx 123192

I accept and declare that I have seen the tramer records of the vehicle mentioned above, subject to the vehicle sales contract I have signed, I have been informed about the mileage of the vehicle from the inspection inquiry and service maintenance reports, I have made the vehicle body, mechanical and electrical appraisal, and I received the vehicle in its current physical condition. I accept, declare and undertake that I will repair the mechanical, electrical and motor deficiencies written in the expert report of the above mentioned vehicle after I have received my vehicle and that I will not claim anything from the SELLER and the guaranteeing company for the failures arising from these deficiencies.

1-) Are there any impacts on the body of the vehicle?

YES  NO | EXPLANATION: \_\_\_\_\_

2-) Is there any damage to the glass parts of the vehicle?

YES  NO | EXPLANATION: \_\_\_\_\_

3-) Is there any damage to the vehicle upholstery?

YES  NO | EXPLANATION: \_\_\_\_\_

4-) Does the vehicle have a spare key?

YES  NO | EXPLANATION: \_\_\_\_\_

With regard to the above mentioned vehicle I declare that;

1. I checked the mileage on **HGS in EPTT AVM** application and compared it with the information indicated in the expert report registered to the notary sales document drafted for the vehicle and did not recognized any difference between them,
2. I have questioned the Tramer records through the **Vehicle Damage Inquiry 5664 SMS** service, I have compared it with the information indicated in the expert report registered in the notary sales document drafted for the vehicle and did not recognized any difference between them,
3. I agree, declare and commit that I will take the vehicle to the contracted service of the relevant insurance company within 48 hours, that will examine the records of the past, that will have done the vehicle body, mechanical and electrical expertise, will check whether there is a difference in mileage that I have read and any differences according to the pre-sales expert examination; in case of any defects within the scope of defective goods I will notify WOWWO E-TİCARET TELEKOMUNİKASYON VE TEKNOLOJİ A.Ş' in writing within 48 hours by sending a notification to the contact information indicated in the notary sales document or e-mail to bilgi@wowwo.com; if I do not do so, it means that I have accepted all the said defects; that they will be considered outside the scope of the insurance guarantee, that the SELLER is not responsible for the repairs of the vehicle, therefore, the SELLER is not responsible for the subsequent failures, that I cannot return the vehicle and I will not submit any complain in this regards. ..../..../ 2019

Name - Surname :

Turkish Identity Number :

Signature :

Date :

Phone :

Address :

(In handwriting "I have read, understood, accept, declare and commit the above mentioned statement".)

**WOWWO 'WRITE INSTALLATION OFF' AGREEMENT**

xxxxxxxxxxxxx (CUSTOMER) purchased car from Wowwo E-ticaret Telekomunikasyon ve Teknoloji A.S. (WOWWO) and concluded this Vehicle Sales Agreement (AGREEMENT).

The CUSTOMER has gained right to benefit from "Write Installation Off" Campaign to be applied based on below-mentioned rules and principles pursuant to this agreement and the Sponsor Code xxxxxxx was identified for him for directing customer references to WOWWO.

**A. TERMS OF "WRITE INSTALLATION OFF" CAMPAIGN**

The CUSTOMER who has gained right to benefit from WOWWO "Write Installation Off" system, directs the customer references for purchasing vehicle with sponsor code, to WOWWO telephone line 0850 333 8988. The REFERENCE which obtains approval from WOWWO with the sponsor code, purchases car.

The CUSTOMER is entitled to a discount valued at TRY 1500 for each reference and this discount will be deducted from total debt by starting from latest bills payable.

The CUSTOMER continues to bring REFERENCE to WOWWO and when he exceeds 100% limit, he will continue to gain discount, but he becomes entitled to use these discounts by deducting from latest bill of new vehicle when he purchases a new vehicle.

If the CUSTOMER delays any payment of AGREEMENT for 5 days more than 2 times, WOWWO gives maturity notice by means of SMS, E-MAIL and MAIL and terminates the "Write Installation Off" agreement on the date of notice and takes back "Write Installation Off" discounts from CUSTOMER (The rights of WOWWO arising from this AGREEMENT concluded by and between Customer are reserved).

If the REFERENCE does not make its payments and WOWWO takes execution proceeding although the CUSTOMER does not hinder his payments, WOWWO gives a notice to CUSTOMER through SMS, E-MAIL and MAIL and thus, terminates the discounts that he become entitled.

The CUSTOMER can follow up the payment of its bills and discounts from subscription account on wowwo.com.

The CUSTOMER can use the discount based on AGREEMENT debt or for purchasing a new vehicle from WOWWO e-commerce website and he cannot claim any charge or right from WOWWO due to these discounts.

**B. SETTLEMENT OF DISPUTES AND COMPETENT COURT**

Istanbul Central Courts and Execution Offices are authorized to settle the disputes arising from this Agreement.

**C. ENFORCEMENT**

This Agreement has been issued and signed by parties in 1 copy on October 25, 2019 and one copy of agreement is delivered to CUSTOMER.

CUSTOMER

"This part will be filled by Customer- hand annotation."

NAME :

SURNAME

MOBILE NO :

SIGNATURE :

**STATEMENT AND ACQUITTANCE**

Dear Atty. xxxxxxxxxxxxxx and Att. xxxxxxxxxxxxxx

We hereby deputize you based on power of attorney certified by ..... Notary Public dated ..... with the issue no.....

Pursuant to this power of attorney, we request you to take necessary action to accept the debt by yourself or any other attorney you will deputize, in the execution proceedings to be started by the below-mentioned concerned person for forming a surety in our commerce between us and ..... and thus, to conclude the proceeding by waiving from terms and declare property for estates and real estates registered in our name. In this proceeding started by drawer, it has been given unlimited power to drawer by you in terms of legal interest, discount interest and highest interest on deposits. The power of attorney given by us is valid until otherwise is notified to you or you are dismissed. Pursuant to this power of attorney, we release you and all attorneys you will deputize.

**Principal**

**EXPLICIT CONSENT TEXT****OF THE BUYER/SELLER****ON THE PROTECTION OF PERSONAL DATA IN ACCORDANCE WITH THE LAW NO. 6698 ON THE PROTECTION OF PERSONAL DATA (“KVKK”)**

WOWWO E- TİCARET TELEKOMÜNİKASYON VE TEKNOLOJİ ANONİM ŞİRKETİ establishen in Turkey ( "SELLER"); by acting as the data controller do hereby declare that

- Your personal data obtained in the following ways,
- within the scope of our legal relations,
- shall be used within the framework of the purpose requiring their processing and in connection with this purpose, in a limited and measured manner,
- shall be used by maintaining the correctness and up-to-date version of the personal data you have provided to us or has been reported to us,
- shall be recorded, stored, protected, rearranged, shared with the institutions authorized by law to request this personal data, and shall be transmitted, transferred to the third parties, classified and processed according to the conditions stipulated by KVKK.

**TRANSFER OF YOUR PERSONAL DATA ABROAD**

Your personal data may be transferred to other persons / companies and may be processed by such persons / companies in accordance with the Law on the Protection of Personal Data, especially if the SELLER has a legitimate interest that does not impair the fundamental right and freedom of the person concerned in sharing the data, or if it requires the performance of a relevant contract.

Your personal data that can be transferred abroad by us is as follows:

Identity Data	Name, surname, Turkish Identity Number, date of birth, marital status, gender
Communication Data	Phone, e-mail, address
Working Data	Company, department where you are employed, working manner, profession, title, education, experience
Audio and Visual Data	ID of the real person, current photos of the vehicle on the day of purchase
Vehicle Sales Contract	Vehicle license information, Expertise information, mileage, tramer, payment plan, payment term amounts and dates, cash and term sales price
Other	Vehicle damage information, notary sales information, down payment and installment bank payment statements and receipts, SELLER customer card number

**PURPOSE OF TRANSFER OF YOUR PERSONAL DATA ABROAD**

Your personal data mentioned above is transferred for the following purposes and reasons. **Regarding this explicit consent text, by writing at the end of the text “I have read and understood the explicit consent text. I approve and consent to the processing of my personal data in the manner specified in the text”, you will consent to the transfer of your personal data mentioned above for the purposes and reasons stated below, to the following recipient groups abroad and for the purposes set forth below;**

- If you choose to be informed about our campaigns and promotions, we will transfer your personal data to the suppliers that we have contracted in Turkey and abroad in order to send you mass e-mail and SMS.
- Your personal data collected under the [Cookie Policy](#) will be used to better serve you and our other members and customers. Therefore we will transfer the user movement data that we collect within the site (where it was clicked, the period of stay), to companies that provide business development by analyzing such user activity data.
- We can transfer your personal data to the companies we work with, such as Insider, Google Analytics, etc. for sales, marketing and reporting activities.
- Within the scope of the risk report that will be prepared with your personal data, the SELLER can transfer such data to all banks, credit institutions and other financial institutions regulated by the legislation at home and / or abroad; by applying to Credit Bureau, Risk Center of Banks Association of Turkey, all the relevant government and public institutions, private law legal entities and any institutions and organizations, the SELLER is authorized to collect and store the risk information, any other information / data provided by the SELLER to the BUYER without any additional approval, and to create reports and data presentations

by using this information; we are able to transfer the information / data obtained and the defined information / data presentations to the BUYER and / or third parties by processing and sharing the relevant data with others.

- Since the SELLER is consented to make the BUYER member of the KKB, TBB Risk Center and / or other applications, to use of their passwords, to make inquiries according to the SELLER's will and to obtain information from such inquiries, we are able to transfer the information obtained by such inquiries to the BUYER and / or third parties.
- We may send confirmation messages to the BUYER's registered mobile phones and e-mail addresses, and we may transfer the results of the responses sent to this confirmation message to the BUYER and / or third parties.

#### CONTACT INFORMATION

WOWWO E- TİCARET TELEKOMÜNİKASYON VE TEKNOLOJİ ANONİM ŞİRKETİ

Mersis No:0814049043900013

**Contact link:** <https://wowwo.com/iletisim>

**Address:** Yeşil Plaza Yılanlı Ayazma Yolu No: 15 Kat: 11 Cevizlibağ - Topkapı / İstanbul

**Tel: 0212 709 81 81 - E-mail: bilgi@wowwo.com**

The text in parentheses will be written by the BUYER in handwriting (**I have read and understood the explicit consent text. I approve and consent to the processing of my personal data in the manner specified in the text**)

**NAME SURNAME SIGNATURE AND DATE**