

LIABILITY AND INDEMNITY

Liability of PTT Corporation

(1) In case that the duties related to PTT services are not performed, PTT Corporation shall be liable within the framework of Law No. 6475, Law No. 6102, Law No. 4925 and Consumer Protection Law No. 6502 and of the situations mentioned in procedures and principles of these Laws and of the indemnity limits mentioned in special conventions/protocols.

(2) In case that outland dispatches are lost in a foreign country which takes responsibility according to the conventions and agreements, PTT shall be liable to the user for the amount of indemnity that the related Postal Administration of foreign country will pay.

(3) For the items that have a danger of damage (breaking, deterioration, smelling) due to their nature and composition, the damage shall be deemed to occur because of their nature and composition. However, if any additional fee for a special precaution is charged in the course of accepting the item, PTT Corporation shall be liable.

(4) If mental reservation is made by receiver during the course of delivering the registered items, the scope of which is lost or damaged, and if the liability of PTT Corporation is determined, the right to get indemnity is transferred to the sender or receiver according to the situation.

Release from Liability

(1) If loss, damage or delay occur due to inevitable or uncontrollable reasons although PTT Corporation pays necessary attention, PTT shall release itself from any liability.

(2) If loss, damage or delay occur due to situations mentioned below, PTT shall release itself from any liability:

(a) Insufficient packaging by sender.

(b) The dispatches received by the holder of the right without any objection.

(c) The natural qualification of the dispatch resulted in damage by breaking, rusting, dying, leaking, ordinary outage.

(d) Insufficient labelling of the dispatch by the sender.

(e) In case that it cannot be proved that the dispatch has been delivered to the owner of the right because of the loss of the documentation by reason of force majors and in case that the liability cannot be determined by another method.

- (f) Not to search the dispatch within the application period.
- (g) In case that the dispatch includes prohibited articles.
- (h) The dispatches that are annihilated or delivered to the related Authorities according to the procedures and principles.

(i) In case of determining that there is no valuable item in the dispatch that is assumed as valued or insured or understanding that the item is overestimated in proportion to its real value.

(j) In case that a dispatch is lost in a country or it is lost in an another country but is not possible to compensate this damage without commencing a suit against private transportation enterprises and while this country informs that it does not take any responsibility continually because of a loss of the dispatch according to the postal services, World Postal Convention and Execution Regulation or it takes responsibility finitely due to the reasons such as wars, riots etc.

(k) In certain situations in which the principles set in Customs Law dated 27/10/1999 and No. 4458 and the regulations set in the other Laws justify the release of PTT Corporation from any liability.

(3) In certain situations in which the dispatch is under special prevention against heat, cold, change of the temperature, damp, quake or such impacts according to the Convention, PTT Corporation can depend on the Article 2, Paragraph (c) only when it takes all necessary precautions related to the election, maintenance and usage of hardware and it complies with the special instructions.

(4) For registered dispatches received by time commitment, PTT Corporation shall release from any liability in case that the address is written defectively, wrongly or unreadably or it is used letter, nickname or symbol instead of the name and address of the sender/receiver or it is not made any paneling or numbering according to principles of Regulations on Addressing and Numbering even if the address is correct. For these situations, PTT Corporation shall release from any liability when the dispatches are delivered with delay or they are not delivered or they are returned.

The Liability of Sender

(1) The sender is liable for the situations mentioned below even if he/she has no fault:

- (a) Insufficient packaging or labeling,
- (b) Any contradiction, mistake and deficiency of the information written on the way bill,

(c) Not to inform about the qualification of the dangerous item,

(d) Not to give any official documentation/information that are especially necessary for Customs and Financial Procedure or any contradiction to the reality or any deficiency in documentation.

(2) In case that the dispatch which should not be accepted or is not complied with acceptance requirements, is accepted and sent, the sender shall be liable for any damage to the other postal items or staff.

The Amount and Payment of Indemnity

(1) For the dispatches, the indemnity originated from any damage, loss or stealing shall be paid according to the terms and conditions mentioned below.

(2) In case that the inland postal dispatches, except postal cargo and cargo dispatches, are lost or stolen completely, the indemnity shall be paid as maximum centuplicate of the basic fee determined by Council. While calculating the indemnity amount, the basic fee that was in effect on the date when the dispatch was accepted shall be taken into consideration.

(3) In case that the inland postal cargos or cargo dispatches that are not valued or insured are lost, stolen or damaged completely, the indemnity to be paid shall be limited to 8,33 SDR (max) per kg. If certain parts of the dispatch are lost their value, the indemnity amount to be paid for these parts shall be limited to 8,33 SDR for each kg of unclear weight of certain parts losing value. While determining the value of SDR for Turkish Liras, the rate of exchange of the Republic of Turkey Central Bank which is valid on the date when the dispatch is accepted shall be based.

(4) Providing that not to exceed the limits mentioned in second and third paragraphs, the real value of dispatch where and when it is accepted shall be taken into consideration while determining the indemnity to be paid.

(5) For outland registered postal items, the indemnity shall be paid according to the limits determined by the decisions of Universal Postal Union (UPU) and bilateral agreements made with foreign postal administrations.

(6) In case of any loss or complete damage, the fees, charged from the customer when the inland registered postal item and cargos are accepted, shall be repaid together with the indemnity upon the request of the customer.

(7) In case of any loss or complete damage, the fee for registered item and other fees except evaluation fee (if available), charged from the customer when outland registered postal item and cargos are accepted, shall be repaid together with the indemnity upon the request of the customer.

(8) In case that valued or insured dispatch is lost, the indemnity for the damage or deficiency shall be paid providing that not to exceed the value determined. While determining the value, the real value where and when the dispatch is accepted shall be

taken into consideration and in case of any damage, the damage level shall be taken into consideration. If PTT Corporation proves that the value of the dispatch is lower than the value determined when the dispatch is accepted, the indemnity shall be paid according to the real value of this dispatch.

(9) In case that cash-on delivery dispatch which is not accepted as valued is lost, stolen or damaged within the body of PTT Corporation, PTT Corporation shall take responsibility within the limit of non cash-on delivery dispatch according to the type of the dispatch (not within the limit of value determined) and it shall pay the indemnity foreseen. The amount stipulated to be paid is not deemed to be as “valued/insured”. However, in case that cash-on delivery dispatch is delivered to the receiver without charging the amount stipulated and in case that this amount cannot be charged or the dispatch cannot be taken back from the receiver, PTT Corporation shall be liable for the amount of counterparty-payment.

(10) In case that valued or insured dispatch is lost, stolen or damaged, not the insurance fee but the invalidity cost shall be paid if it is possible to make the content of the dispatch invalid.

(11) The unrealized profits and indirect losses concerning the payment of indemnity for inland and outland dispatches shall not be taken into consideration.

(12) In the Conventions and the regulations, special arrangements concerning the damages and indemnity payments likely to be occurred can be allowed. For this condition, the principles of the Convention shall be applied.

(13) If the owner of the right requests to be paid less indemnity than the indemnity which has to be paid, the amount that he/she requests shall be paid. If he/she requests to be increased this amount later, this request shall not be accepted.

(14) Even if it is proved that unregistered postal items are delivered to PTT Corporation, the indemnity shall not be paid because of their loss, stealing or damaging.

(15) The liability of PTT Corporation originated from exceeding the transportation period of the registered dispatches shall be limited to the acceptance fee and special service fee (if available).

Concluding the Indemnity Requests

(1) If the dispatch is not delivered within 20 days following the delivery time, the owner of the right can apply to PTT on account of the fact that the dispatch is lost. The indemnity requests of sender or receiver (when needed) shall be concluded after the damage is understood very clearly.

(2) If searches and investigations are not concluded within three months, PTT Corporation shall pay the indemnity to the owner of the right whom guarantees that he/she will repay when it is understood that he/she is not right. PTT Corporation can request legal

deposit from the owner of the right within the limit of the indemnity if PTT deems it necessary. For the persons who cannot pay this legal deposit, the indemnity payment shall be made after the investigation.

(3) The indemnity shall be paid to the owner of the right within a year as of the date of notification served to the owner of the right. After this period, any request about this issue shall not be accepted.

The Dispatches which Are Found after the Payment of Indemnity

(1) In case that the dispatches are found after the indemnity is paid or in case that the indemnity paid for certain parts inside them is reimbursed, the dispatch is delivered to its owner.

(2) If the owner of the right does not take his/her dispatch within 30 days after receiving information in written that the dispatch is found, his/her rights shall be transferred to PTT Corporation. PTT can transfer its right to the indemnified person who causes loss or damage.

(3) The owner of the right can request to be delivered the dispatch by repaying the indemnity after reducing the costs (if necessary) within 30 days after receiving information that the dispatch is found.

(4) If the dispatch is found after the indemnity is paid, PTT Corporation can dispose on this dispatch freely if the owner of the right does not request to be informed about this situation or he/she does not assert any request about delivery after receiving information that the dispatch is found.

Transfer of the Indemnity Right to the Inheritors

(1) In case of the death of the owner of the right, the right of him/her shall be transferred to the inheritors provided that they apply within the period of application and lapse of time.

Application against the Third Parties

(1) The fact that the indemnity is paid shall not rule out the right to application of PTT against the third parties.

(2) PTT shall always has a right to take the indemnity that it has to pay, refunds and fines (if available) from the persons causing these material damages.