

Brightstar Turkey Standard Terms and Conditions for the Supply of Goods and Services

1. General Conditions of Sale

These Conditions are the standard conditions for the supply of goods and services by Brightstar. Any variations from these Conditions must be in writing and signed by authorized representatives of both parties.

2. Definitions

“Affiliate” shall mean any person or entity that is directly or indirectly controlling, controlled by or under common control with Brightstar.

“Brightstar” shall mean Brightstar Telekomünikasyon ve Dağıtım Ltd. Şti (a corporation existing under the laws of the Turkey with Trade License 689529 having its registered address at Ayazma Cad. Papirus Plaza No: 37 Kat :10 Kağıthane/ Istanbul TURKEY, including its successors and assigns.

“Brightstar Goods” shall mean Brightstar branded products.

“Buyer” shall mean the person or entity that is purchasing Goods and/or Services from Brightstar as identified on the Order or acknowledgement of order.

“Conditions” shall mean these terms and conditions as amended from time to time.

“Contract” shall mean the contract between Brightstar and the Buyer for the supply of Goods and/or Services in accordance with these Conditions and the specific terms and conditions of the Contract.

“Goods” shall include both Brightstar Goods and Third Party Goods and collectively mean the goods, equipment and accessories, including software, identified by model/part number in the order or acknowledgement of this document.

“Order” shall mean the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, Brightstar's acknowledgement of order or the face of this document, as the case may be.

“Services” shall mean any supplementary services to be supplied to Buyer in relation to the Goods and identified on the face of this document or any statement of work appended to the Contract.

“Third Party Goods” shall mean third party branded products and batteries.

Delivery or collection terms such as “EXW”, “FCA”, “FOB”, “CIF”, “CIP” shall be interpreted in accordance with Incoterms 2010 as amended from time to time.

3. Basis of Contract

3.1. The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions.

3.2. The Order shall only be deemed to be accepted when Brightstar issues written acceptance of the Order or delivers the Goods at which point and on which date the Contract shall come into existence (Commencement Date).

3.3. The Contract constitutes the entire agreement between the parties and shall be subject to these Conditions. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Brightstar which is not set out in the Contract. In the event of a conflict between these Conditions and the Contract, the terms of the Contract shall take precedence.

3.4. Any samples, descriptive matter or advertising issued by Brightstar are issued for the sole purpose of giving an approximate idea of the Goods and/or Services. The Buyer acknowledges and agrees that such samples do not represent the actual Goods and Services, which may vary considerably. They shall not form part of the Contract or have any contractual force.

3.5. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.6. Any quotation given by Brightstar shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

4. Agreement/Acceptance

The acceptance by Brightstar of the Buyer's Order shall be subject to the application of these Conditions which shall constitute the complete and exclusive statement of the conditions of contract between Brightstar and Buyer, for Goods or Services to be supplied by Brightstar. Any terms proposed in any document submitted by the Buyer, which add to, vary from, or conflict with these Conditions are hereby excluded and any such terms proposed by the Buyer shall not apply. Where Goods are supplied to Brightstar's authorized distributors these Conditions shall apply in conjunction with Brightstar's Letter of Appointment of Distributor or distribution agreement and the current Distribution Manual (where applicable). Each order, when accepted, shall not be cancelled by Buyer and will constitute an individual legally binding contract for the purchase of the Goods and or Services. Buyer's acceptance of total or partial delivery of Goods and/or any other conduct by Buyer (including full or partial payment of the purchase price) shall constitute unconditional acceptance by Buyer of the order subject to these Conditions. These Conditions are between Brightstar and Buyer only. The parties do not intend to make any of the terms herein enforceable by any third party and the Contracts

5. Goods and Specifications

5.1. Unless stated that the Goods are ‘New’, the Goods are sold on an “as is” basis and the Buyer acknowledges that the Goods are not new and may be refurbished and/or second-hand.

5.2. Brightstar is entitled to supply Goods incorporating modifications or to supply Goods of a similar specification as a replacement. The Buyer will not alter, obscure, remove or otherwise interfere with any markings or other indication of use source or origin on any Goods or their labelling and/or packing. When properly marked on the Goods' packaging, newly manufactured Goods may contain in warranty electronic subassemblies from take-back schemes, which have been inspected to new equipment standards. Brightstar does not make any additional representations with respect to Goods or Services to satisfy any statutes, regulations or provisions applicable to governmental purchases and all other warranties, express or implied, are excluded to the greatest extent permitted by law.

5.3. The Buyer is solely responsible for obtaining all necessary permits, approvals and licenses related to the purchase, use, marketing, distribution and sale of the Goods by Buyer.

6. Supply of Services

6.1. Brightstar shall use reasonable endeavours to provide the Services to the Buyer in accordance with the Order in all material respects.

6.2. Brightstar shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or statement of work, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3. Brightstar shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Brightstar shall notify the Buyer in any such event.

6.4. Brightstar warrants to the Buyer that the Services will be provided using reasonable care and skill.

7. Delivery

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- 7.1. Brightstar will endeavour to deliver the Goods and or perform the Services by the date(s) confirmed by Brightstar. Delivery dates are estimated only. Time of delivery will not be of the essence unless specifically agreed otherwise in advance and in writing for each Order. Brightstar shall have no liability for any delay in delivery for whatever reason.
- 7.2. Brightstar reserves the right to make deliveries in instalments, which shall not relieve the Buyer from its obligation to pay for remaining deliveries. Buyer will check all delivery documentation upon delivery or collection and will inspect all Goods.
- 7.3. Defects or any damage to the Goods must be notified in writing to Brightstar within five (5) days after delivery or collection. Thereafter, any claims will be handled within the scope of any end user product warranty referred to in clause 11 provided by Brightstar to the Buyer. Disposal of shipment packing is the Buyer's sole responsibility. Buyer will indemnify and hold Brightstar harmless for any related claim arising from mishandling and/or inappropriate storage of Goods by the Buyer and/or its agents and/or its employees and/or other representatives.
- 7.4. Subject to Condition 7.3, the Buyer shall be deemed to have accepted the Goods upon their delivery or collection. Delivery terms will be Ex-Works from Brightstar's distribution centre or as otherwise specified in the Order or Brightstar's acknowledgement of order. Buyer commits to take delivery of Goods from the delivery point.

8. Risk and title

- 8.1. The Goods are at the risk of the Buyer from the time of delivery or collection, as the case may be.
- 8.2. Ownership and legal title to the Goods shall not pass to the Buyer until Brightstar has received in full (in cash or cleared funds) the price of the Goods and all other sums which are or which become due to Brightstar or any Affiliate from the Buyer. All rights, title and interests in all software remains, at all times, with Brightstar or its suppliers and/or licensors. Brightstar shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Brightstar.
- 8.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
 - 8.3.1. hold the Goods on a fiduciary basis as Brightstar's bailee;
 - 8.3.2. store the Goods (at no cost to Brightstar) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Brightstar's property;
 - 8.3.3. grant Brightstar, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover and re-sell them;
 - 8.3.4. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 8.3.5. maintain the Goods in satisfactory condition and keep them insured on Brightstar's behalf for their full price against all risks to the reasonable satisfaction of Brightstar. The Buyer agrees and undertakes to ensure that Brightstar is named as the sole beneficiary of such insurance. On request the Buyer shall produce the policy of insurance to Brightstar.
- 8.4. Brightstar shall be entitled to re-sell or otherwise dispose of recovered Goods in any way Brightstar in its absolute discretion, thinks fit.
- 8.5. Until such time as the Buyer's right to possession of the Goods terminates the Buyer may only resell the Goods in the normal course of business against payment by its customers.
- 8.6. The Buyer's right to possession of the Goods shall terminate immediately if:
 - 8.6.1. Brightstar is entitled to terminate this Contract under Condition 14; or
 - 8.6.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it; or
 - 8.6.3. the Buyer encumbers or in any way charges any of the Goods.
- 8.6.4. The Buyer is subject to any of the insolvency related matters set out in clauses 14.1.2 and 14.1.3 or otherwise.
- 8.7. Where Brightstar is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Brightstar to the Buyer in the order in which they were invoiced to the Buyer and Brightstar shall be entitled to recover the full value of the Goods at the price sold to the Buyer under the Contract.
- 8.8. On termination of any Contract, howsoever caused, Brightstar's (but not the Buyer's) rights contained in this Condition 8 shall remain in full force and effect.

9. Prices and Terms of Payment

- 9.1. The price for Goods and/or Services shall be Brightstar's current list price for such Goods and/or Services at the time of Brightstar's acceptance of Order. Brightstar is entitled, in its sole and absolute discretion, to modify its prices from time to time and any new price will become effective upon notification to the Buyer. Prices are exclusive of VAT and all other applicable taxes, customs duties and other similar charges, which shall be payable solely by the Buyer in addition to the Price.
- 9.2. All prices quoted for Goods are Ex-Works Brightstar's distribution centres or any other authorised locations, in the currency specified on the face of this document or in the order or acknowledgement of order. Prices do not include transport and insurance costs (which shall be borne solely by the Buyer), unless stated otherwise on Brightstar's quotation or order receipt forms, shipping documents or invoice and any such transportation arrangements will be made at the risk and liability of the Buyer.
- 9.3. Payment terms for the price of Goods and/or Services and any other ancillary or delivery charges, where applicable, are 30 days from date of invoice unless otherwise stated on the invoice or expressly agreed by the Buyer and Brightstar in writing. Interest may be charged, at Brightstar's sole discretion, on overdue payments at the rate of 4% per annum over rate current in the market at the time of dealing from time to time, calculated on a daily basis on the amount then due from the due date to the day Brightstar receives cleared funds in full settlement. Time for payment shall be of the essence.
- 9.4. In addition to and without prejudice to any other claims or rights or remedies, Brightstar shall be entitled to suspend deliveries and/or place Buyer on a 'cash with order' basis, without liability if the Buyer, at any time and for any reason, fails to pay any sum due to Brightstar.
- 9.5. The Buyer may not, for any reason, deduct or set off any sums from amounts due to Brightstar without the prior written agreement of Brightstar, nor stay payments due to Brightstar for any reason whatsoever.

10. Buyer's Obligations

- 10.1. The Buyer agrees that it will:
 - 10.1.1. ensure that the terms of the Order are complete and accurate;
 - 10.1.2. Where Services are provided, allow Brightstar, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by Brightstar to provide the Services;
 - 10.1.3. co-operate with Brightstar in all matters relating to the Services; including providing Brightstar with such information and materials as Brightstar may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and

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10.1.4. Where the Goods are used or reconditioned products, not purport to represent the Goods as new to its customers and will ensure that any retail customer does not purport to represent the Goods as new to its customers.

11. Buyer and End User Warranties

11.1. Brightstar warrants to the Buyer that the Brightstar Goods, where such goods are new goods only, are free of material defects in materials and workmanship for a period of 12 months from the date of delivery or collection however warranty for new batteries is for a period of 6 months (Warranty Period). This Warranty Period will not be extended for repairs or replacements and is subject to the terms of any current Brightstar end user warranty policy appearing with the Brightstar Goods or as published by Brightstar.

11.2. When supplying Third Party Goods, Brightstar does not provide any warranty but will, to the fullest extent possible and where permitted, assign to the Buyer any such warranty rights applying to the Third Party Goods as may be provided to Brightstar from its supplier.

11.3. Where Brightstar supplies used or reconditioned Goods the goods are sold "as is" and without any warranty, save for any statutory warranty which cannot be limited or excluded by law, and where Brightstar has agreed with the Buyer to provide the Buyer with additional "swap stock" or "seed stock" (being additional units of the product) then the Buyer's sole remedy in the case of any defect in the Goods is to utilise the swap or seed stock as a replacement Good for the defective Good.

11.4. In relation to Brightstar Goods, if the Buyer notifies Brightstar of a defect during the Warranty Period and Brightstar agrees that there is a defect, then Brightstar, at its option, may repair or replace the defective Goods; or failing this, will reimburse the price of the Goods subject to a deduction taking into account the use of the Goods since it was delivered. Brightstar reserves the right to subcontract the performance of warranty service to third parties.

11.5. The Buyer shall be responsible for the costs of returning any Goods to Brightstar.

11.6. Brightstar's warranties to the Buyer shall expire and be void if the Goods are:

11.6.1. used in a manner other than normal use;

11.6.2. attempted to be repaired or a replacement part is fitted to the Goods by anyone other than Brightstar or its authorised service subcontractors;

11.6.3. connected, attached, used or operated with any ancillary item, other than items purchased from Brightstar for use with such Goods; or

11.6.4. if the markings or labelling in the Goods have been altered, obscured, removed or otherwise interfered with.

11.7. Warranty claims shall be made in writing within the Warranty Period to the customer service department of Brightstar .

11.8. These Conditions states the Buyer's sole and exclusive remedies for defective Goods and/or breach of Warranty. Brightstar makes no representation or warranty of any other kind, express or implied and expressly disclaims any implied warranties of quality or fitness for a particular purpose, to the extent permitted by law.

11.9. Brightstar's Warranty to an end-user, if any, will be according to the Brightstar's Warranty enclosed with the Goods. Buyer shall not provide a warranty service to the Goods which imposes any obligation upon Brightstar which is inconsistent with the Brightstar representations and conditions. Buyer will not be entitled to compensation in respect of warranty claims made by end-user directly with Brightstar. If any warranty claims are made in respect of the same Goods by both Buyer and an end-user, Brightstar's Warranty to the end-user (if any) shall prevail and Brightstar shall have no liability to the Buyer.

12. Liability

12.1. Nothing in these Conditions shall limit or exclude either party's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or; fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for that party to exclude or restrict liability; or any indemnity under this agreement; or defective products under the Consumer Protection Law and Code of Obligation of Turkey.

12.2. Subject to Condition 12.1:

12.2.1. Brightstar shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any of the following heads of claim and each one of the following shall be deemed a separate head of claim: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; (vi) loss or corruption of data or information; or (vii) special, indirect or consequential loss; arising under or in connection with the Contract, these Conditions and the supply of the Goods and Services; and

12.2.2. Brightstar's total liability in respect of all other loss or damage arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods under the relevant Contract.

12.3. If a number of defaults give rise to substantially the same loss or are attributable to the same or similar cause, then they shall be regarded as giving rise to only one claim.

12.4. Brightstar will be afforded a reasonable opportunity to remedy any such defaults.

12.5. This Condition 12 shall survive termination of the Contract.

13. Proprietary Rights

13.1. The Buyer shall not engage in or encourage any practice that may be detrimental to the goodwill or brand name of Brightstar or the goodwill or brand name or the manufacturer or supplier of any Third Party Goods.

13.2. The Buyer acknowledges that Brightstar is not the manufacturer of any Third Party Goods and so has no control over intellectual property rights. However, Brightstar will, where possible, assign such rights it may have in any manufacturer's indemnity for infringement of intellectual property rights to the Buyer. This clause 13.2 states Brightstar's entire liability for any intellectual property right infringement claims.

13.3. Brightstar or its suppliers or third parties has certain rights in software, firmware, and computer programs or data residing in the Goods ("Software"), including without limitation the right to prepare derivative works and distribute copies title to which at all time remains with Brightstar or a third party licensor as the case may be. Goods are sold subject to any applicable third party's rights. The Buyer shall not prepare works derived from, reproduce in copies or distribute copies of, reverse assemble, reverse compile, decode or otherwise translate any Brightstar Software. When a Brightstar Software License Agreement is provided to Buyer it is hereby incorporated by way of reference as an integral part of these Conditions.

14. Termination

14.1. Brightstar shall have the right to terminate a Contract, without having to state a reason thereto, upon the provision of thirty (30) days' written notice to the Buyer.

14.2. Brightstar shall be entitled to terminate a Contract immediately by notice in writing to the Buyer if:

14.2.1. the Buyer commits a breach of Contract;

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- 14.2.2. the Buyer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts when due or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, or enters into any voluntary arrangement or compounds its debts with its creditors or any analogous event whether in the Turkey or elsewhere;
- 14.2.3. the Buyer ceases or threatens to cease to carry on business;
- 14.2.4. there is at any time a material change in the management, ownership or control of the Buyer; or
- 14.2.5. Brightstar reasonably apprehends that any of the events specified in Condition 14.2.2 is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 14.3. In the event of termination by Brightstar pursuant to Condition 14.2 then, without prejudice to any other right or remedy available to Brightstar, Brightstar shall be entitled to cancel a Contract or suspend any further deliveries under it without any liability to the Buyer and, if the Goods and/or Services have already been supplied but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and Brightstar shall be entitled to charge statutory interest as provided for in the relevant Laws of Turkey from the time of such cancellation or suspension until Brightstar receives payment.
- 15. Compliance and Anti-Corruption**
- 15.1. Each party shall comply, and each party represents and warrants that it has complied, with all applicable laws and regulations of all jurisdictions related to such party's performance under the Contract, including all applicable domestic and international anti-money laundering and anti-corruption laws and regulations. The parties shall not make any payment to induce officials to perform routine functions they are otherwise obligated to perform, also known as "facilitating payments". Furthermore, the parties shall abide by all applicable export and sanctions regulations with respect to the export of the Goods. Breach of these obligations by either party will entitle the non-breaching party to terminate the Contract immediately.
- 15.2. Both parties will refrain from activities which are illegal, unethical or which might bring either party or the Goods into disrepute or which might constitute or represent a serious conflict of interest or which might give the appearance of impropriety. Both parties will co-operate fully in any investigation or evaluation of such matters. Breach of these obligations by either party will entitle the non-breaching party to terminate the Contract immediately.
- 16. General**
- 16.1. The Parties agree that they shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship, cooperation and good faith. Any dispute which the parties cannot so resolve between themselves in good faith within two (2) month of the date of the initial demand by either party shall be finally determined as set out below. This procedure shall not be construed (under such doctrines as laches, waiver or estoppel) to have affected adversely either party's ability to pursue its legal remedies, and nothing shall prevent either Party from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute have been unsuccessful and/or (b) if interim relief from a Court is necessary to prevent serious and irreparable injury to one party or to others. No action shall be brought more than two years after the accrual of such cause of action.
- 16.2. The construction, validity and performance of these Conditions shall be governed by the Laws of Republic of Turkey Any application of the UN Convention on Contracts of the International Sales of Goods is hereby excluded. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by court of Istanbul.
- 16.3. Buyer may not assign any right or obligation under these Conditions without the prior written consent of Brightstar. Brightstar may delegate any of its obligations under this contract performed to third parties and may assign its rights and duties to third parties and, in particular, to Brightstar Corp. and any of Brightstar Corp.'s direct and indirect majority owned subsidiaries without the Buyer's approval.
- 16.4. Both parties will refrain from activities which are illegal, unethical or which might bring either party or the Goods or the Services into disrepute or which might constitute or represent a serious conflict of interest or which might give the appearance of impropriety. Both parties will co-operate fully in any investigation or evaluation of such matters. The Buyer shall comply with all the export control rules of the country in which it operates as well as Turkey and US-export control Laws and Regulations. Breach of these Conditions by either party will entitle the non-breaching party to terminate the Contract upon written notice to the other.
- 16.5. Any notice required to be made in accordance with these Conditions must be made in writing and shall be sent to the parties at the address indicated on the face of this document. Notices shall be sent by fax, mail or email.
- 16.6. Brightstar reserves the right to defer the date of supply of the Goods and/or Services or to cancel a Contract or reduce the volume of the Goods ordered by the Buyer (without liability to Brightstar) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Brightstar including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or Goods, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, either Brightstar or the Buyer shall be entitled to give notice in writing to the other party to terminate the Contract.
- 16.7. If any term to any extent be held to be invalid, void or unenforceable, then that term or provision shall be inoperative and void to the extent necessary to comply with law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.
- 16.8. Any waiver by Brightstar of any of its rights under these Conditions will be in writing and only apply to the transaction or series of transactions referred to. No waiver by Brightstar of any covenant, obligation or provision in the Contract or these Conditions, whether express or implied, shall operate as a waiver of another breach of the same or of any covenant, obligation or provision.
- 17. GDPR and the sale of used devices**
- 17.1. Where the provisions of these Conditions relate to the sale by Brightstar to the Buyer of used mobile devices ("Devices") then the provisions of this clause 17 shall apply and shall prevail over any other provisions of these Conditions in relation to the applicable law related to data protection (as may be amended), including The EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and Laws on Protection of Personal Data in Turkey (KVKK) (collectively referred to as Data Protection Laws) in respect of any Personal Data (as defined in the GDPR and KVKK) which may be inadvertently stored on the Device or any memory card or SIM card in the Device due to an act or omission by Brightstar or its suppliers, prior to the delivery of the Device to the Buyer ("Device Data").

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- 17.2. The parties hereby acknowledge that in such cases, Brightstar has merely acquired the Devices from third parties 'as is' for onward resale to the Buyer and has no interest or use for any Device Data which is merely incidental to the sale transaction. The parties further acknowledge that in the event that it is deemed uncertain as to whether Data Protection Laws apply to the Device Data in respect of the Sale of the Device transaction contemplated by these Conditions, for the avoidance of doubt and in respect of the transaction only and not as a general acknowledgement, to treat Device Data as covered by GDPR and/or KVKK in accordance with the following provisions of this clause 17.
- 17.3. Brightstar and the Buyer hereby agree to comply in all respects with the Data Protection laws in respect of the Device and any Device Data.
- 17.4. In relation to Device Data the Buyer shall not access or process (as such expression is defined in the GDPR and or KVKK) the Device Data other than to check the Device on receipt and where Device Data is still apparent to delete the Device Data.