

Amendments To The Regulation
On Distance Contracts
Published on 24 May 2025
Will Enter Into Force
On 1 January 2026



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Client Alert

The “*Regulation on Distance Contracts*” (“**Regulation**”) was amended by the “*Regulation Amending the Regulation on Distance Contracts*” published in the Official Gazette dated 24 May 2025 and numbered 32909. The amendments primarily focus **on pre-contractual information, return costs, and the right of withdrawal**, aiming to enhance consumer protection.

Liability of the Seller for Return Costs Under the Right of Withdrawal Has Been Expanded

The new regulation introduces limitations on the return costs that maybe imposed on consumers exercising their right of withdrawal. Specifically:

- The seller may not request any return cost from the consumer if the return is made using the carrier specified in the pre-contractual information.
- If no carrier has been specified, the return cost must be fully borne by the seller.
- In distance contracts concluded via platforms, if the seller has failed to provide carrier information in the pre-contractual disclosure section, or if the designated carrier does not have a branch at the consumer’s location, the seller is obliged to ensure the product is collected and may not charge the consumer any cost during this process.

In line with these new provisions, the previous provision that allowed sellers to shift return costs to the consumer- provided that such costs were disclosed in the pre-contractual information- has been repealed.

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Amendment to the Pre-Contractual Information Obligation

- Under the pre-contractual information obligation, the seller/supplier is required to provide details on the conditions, duration, and procedure for exercising the right of withdrawal, as well as information concerning the designated carrier for returns. With the amendment, the statement regarding which party is responsible for the “**transportation costs**” arising from the exercise of the right of withdrawal has been removed from the scope of pre-contractual information.
- In addition, the information provided on available remedies in the event of a dispute has been updated to include a reference to the *requirement to apply to a mediator* as a procedural prerequisite for initiating legal action. This ensures that consumers are properly informed of this procedural obligation in disputes arising from such transactions.

Amendment to the Exceptions on the Right of Withdrawal

With the recent amendment to the Regulation, mobile phones, smartwatches, tablets and computers —previously excluded from the scope of the right of withdrawal— have now been brought back under its coverage. As a result, consumers may now exercise their right of withdrawal within 14 days without providing any justification. This change directly affects businesses operating in the e-commerce sector and necessitates a revision of product return policies, particularly for goods now subject to withdrawal.

The amendments introduced by the Regulation Amending the Regulation on Distance Contracts —published in the Official Gazette dated 24 May 2025 and numbered 32909— will enter into force on 1 January 2026.

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