

## HAVALE REMITTANCE FORM

NEW TORK BRANCH  1177 AVENUES OF THE AMERICAS, 36 <sup>TH</sup> Floor, NEW YORK, NY, 10036 TARIH –DATE:// 201  TEL : (212) 621 9400  FAX : (212) 707 8745							
WEB	: www.vakifbankusa.com REMITTANCE AMOUNT /HAVALE MIKTARI : FEE :						
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## TERMS AND CONDITIONS

By placing a funds transfer order with VAKIFBANK NEW YORK BRANCH, you agree to the following terms and conditions.

Reliance by VAKIFBANK NEW YORK BRANCH. You agree that VAKIFBANK New York Branch may rely upon the information you have provided on first page of this form in making your funds transfer and agree that any errors in that information, including misdefinition of recipient(s), incorrect or inconsistent account names and numbers, and misspellings are your responsibility. You further warrant that you have good title over presented and all the foregoings are tendered by sufficient funds. Have checks prepared payable to Vakifbank New York Branch. Only money orders, cashiers checks and certified checks will be accepted. All checks are subject to Vakifbank's policy to be held for clearance.

Your cassiers/certified check or postal/money order payable to VAKIFBANK NEW YOKR BRANCH will be accepted subject to VAKIFBANK NEW YOKR BRANCH'S policy on clearing check for remitance purposes before your money will be send.

In the event that the foregoing instrument/s (cassier/certified or money/postal order) issued by yourselves is returned or found out to be forged, you agree to reimburse VAKIFBANK NEW YORK BRANCH the face amount of the check and/or money order immediately upon notification to you by VAKIFBANK NEW YORK BRANCH.

## Transfer to Another Bank other than VAKIFBANK.

Funds may be transferred to the account of a beneficiary held with other banks. Other bank will responsible to following your instructions and notifying the recipient. Your payment will be considered final within the account number, indicated in your instructions, was credited, or even though account number provided does not correspond to the recipient. In such cases payee bank may take the account number as essential in effecting the payment rather then the name of recipient. Remitter will bear sole responsibility in giving incorrect information.

Means of Transfer. Ordinary electronic means through variety of banking channels are used by VAKIFBANK NEW YORK BRANCH in order to transmit your funds. Nevertheless, VAKIFBAK NEW YORK BRANCH preserve the right to use conventional method. Also where necassary, one or more internamdiay bank/s might be used in order to transmit your oder.It is, in this regard, agreed and understood by yourselves that that it is the sole responsibility of an intermediary bank/s to complete your order once your order is transmitted by ourselves to an intermediary bank/s,

Recalls/Amendments. You may recall or amend your funds transfer order only if we receive such request at a time that provides us a reasonable opportunity to act upon your request and if the funds have not already been made available to your recipient or the bank otherwise agress to recall or amend your funds transferred, VAKIFBANK New York Branch will first have to check with the other bank to determine whether the other bank can return your funds.

If the other bank confirms that the funds are returnable and the funds are returned to Vakifbank New York Branch will return the funds to you.

The amount that is returned may be less than you originally transferred because of service charges of the other bank and/or VakifBank NewYork Branch.

Cash Transaction Reporting. Federal regulations issued by the U.S.Department of the Treasury mandate that financial institutions file with the IRS a complete and accruate report on each customer transaction involving cash in excess of \$10,000. The regulations also require financial institutions to maintain a log of their sales of certain negotiable instruments, which involve cash in the range of \$3,000 to \$10,000 inclusive. To comply with the regulations, our financial institutions must record certain details for each of these types of transactions, as well as obtain and record certain information about individuals who conduct the transactions are conducted.

## Rejection of and Order.

VAKIFBANK NEW YORK BRANCH RESERVES THE RIGHT TO REJECT YOUR ORDER WHEREIN YOU HAVE INSUFFICINT AVAILABLE FUNDS IN YOUR ACCOUNT, OR YOUR ORDER IS INCOMPLETE OR AMBIGIOUS OR WE ARE UNABLE TO FULFILL YOUR ORDER OWING TO ANY OTHER REASON/S.

Delays Non-Execution of Funds Transfer Order. While we will handle your funds transfer order as expeditiously as possible, you agree that VAKIFBANK NEW YORK BRANCH will no be responsible for any delay, failure to execute or misexecution of your order due to circumstances beyond VAKIFBANK NEW YORK BRANCH's reasonable control, including without limitation any inaccurancy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failures, equipment malfunctions, or acts or ommissions of any intermediary or other bank. VAKIFBANK NEW YORK BRANCH makes no warranties, express of implied, with respect to any matter.

Claims. You agree that within thirty days after you recieve notification that your funds transfer order has been executed, you will notify us of an errors, delays or other problems related to your order. In the event that it is determined your funds transfer order is delayed or erroneously executed as a result of VAKIFBANK NEW YORK BRANCH's error, VAKIFBANK NEW YORK BRANCH's sole obligation to you, is to pay or refund such amounts as may be required by applicable law. In no event shall VAKIFBANK NEW YORK BRANCH be responsible for any consequential or incidental damages or expenses in connection with your order. Any claim for interest payable to VAKIFBANK NEW YORK BRANCH shall be at VAKIFBANK NEW YORK BRANCH's prevailing deposit rate.

In any event, if you fail to notify us of any claim concerning your funds transfer order within one year from the date that you receive notification that your order has been executed, any claim by you will be barred under applicable law

Governing Law. This agreement will be governed by the laws of the state of New York and United States federal law, as applicable.