

TURKISH COMMERCIAL LAW EXAM

Date: 03.04.2026 (Friday) Starting Time:10.30 Ending Time: 12.00 (noon)

Note. 30 multiple choice questions – 2 points each. 2 Cases 5 Questions – 10 points each. 90 minutes

Part I – Multiple Choice Questions (Each question is 2 points)

Chapter 1 - Introduction to Turkish Commercial Law

1. A dispute concerns an act connected to a commercial enterprise. The Turkish Commercial Code (TCC) has no direct provision on the point, but a special statute outside the TCC regulates that type of act. Under the method described in Article 1 of Turkish Commercial Code, the court should:

- A) skip directly to commercial custom because the TCC is silent
- B) treat the special statutory rule as a commercial provision and apply it first
- C) apply only the general provisions of the Civil Code and Code of Obligations
- D) begin with legal doctrine, since statutes outside the TCC are only persuasive

Relevant book pages: pp. 5-6

2. Which statement best captures commercial law's attitude toward formalism?

- A) Commercial law rejects formalism entirely because commerce needs flexibility.
- B) Commercial law favours any formality that increases consumer protection, even if it slows trade.
- C) Commercial law resists excessive formalism that slows trade, yet embraces documentary formality when it increases certainty.
- D) Commercial law embraces formalism only in public law, not in private ordering.

Relevant book pages: pp. 16-17

3. Which model most closely matches with the account of modern Turkish commercial law?

- A) An enterprise-based model, though Turkish law still retains some mixed elements.
- B) A purely subjective model based only on merchant status.
- C) A purely objective model based only on a closed list of commercial acts.
- D) A consumer-protection model focused primarily on weaker parties.

Relevant book pages: pp. 24-26

4. Under Article 12 of TCC's explanation of merchant status, why may a person who has publicly announced the opening of a commercial enterprise be treated as a merchant before actual operation begins?

- A) Because registration alone creates a separate legal person.
- B) Because the law protects third-party reliance on the appearance created by the person.
- C) Because all preparatory acts are automatically classified as commercial enterprises.
- D) Because merchant status depends only on the person's subjective intention to trade.

Relevant book pages: p. 11

5. According to the disciplined approach to "finding the rule," which set best reflects the three components of the applicable rule set in a typical commercial dispute?

- A) Statutory framework, constitutional framework, and criminal framework.
- B) Contractual framework, judicial precedent framework, and tax framework.
- C) Registry framework, arbitration framework, and insolvency framework.
- D) Contractual framework, statutory framework, and practice framework.

Relevant book pages: pp. 29-30

Chapter 2 - The Commercial Enterprise in Turkish Law

6. Which statement best reflects the distinction between a commercial enterprise and a company?

- A) A commercial enterprise is a legal person, whereas a company is only an asset pool.
- B) A company and a commercial enterprise are identical once the trade registry entry is made.
- C) Rights and obligations belong to the operator or legal entity, while the commercial enterprise is the organised activity that can function as an object of legal transactions.
- D) A commercial enterprise exists only when operated through a company.

Relevant book pages: pp. 35, 45

7. Which of the following best illustrates continuity in the sense of Article 11?

- A) A business opens each summer in a touristic area as a recurring, organised seasonal operation.
- B) A person sells a personal laptop once on an online platform.
- C) A person makes one large liquidation sale over three months and then permanently exits the market.
- D) A homeowner occasionally rents personal tools to neighbours.

Relevant book pages: pp. 38-39

8. Which factor most clearly negates independence for purposes of identifying a commercial enterprise?

- A) The business follows franchisor standards and branding rules.
- B) The operator depends economically on one major customer.
- C) The enterprise uses third-party logistics providers.
- D) The person provides labour under the direction and supervision of an employer within the employer's risk sphere.

Relevant book pages: pp. 40-41

9. Under the integrity principle, which of the following is most accurate regarding the transfer of a commercial enterprise as a whole?

- A) The transfer is valid only if every individual asset is separately conveyed through a distinct legal act.
- B) The transfer is presumed to include goodwill, tenancy rights, trade name, intellectual property rights, and assets permanently allocated to the enterprise, and it must be in writing with registration and announcement.
- C) The trade name is always excluded unless separately assigned.
- D) Registration is optional because the transfer affects only the internal relationship between transferor and transferee.

Relevant book pages: pp. 36, 43-44, 50

10. Which statement best distinguishes a branch from a subsidiary?

- A) A branch is a separate legal person with its own patrimony, while a subsidiary is not.
- B) A branch can never contract with third parties, whereas a subsidiary can.
- C) A branch may be externally active, but it remains internally dependent and part of the same patrimony; a subsidiary is a separate legal person.
- D) A branch becomes a separate commercial enterprise whenever it is registered.

Relevant book pages: pp. 48-49

Chapter 3 - Commercial Transactions and Their Legal Consequences

11. A distribution company leases office premises for its own operations. According to Article 3, which statement is most accurate?

- A) The lease cannot be commercial because leases are governed by the Code of Obligations rather than the TCC.
- B) The lease may be a commercial affair because it concerns the enterprise, even though the lease's substantive rules are primarily found in the Code of Obligations.
- C) The lease is commercial only if both parties are merchants.
- D) The lease is commercial only if it is registered in the trade registry.

Relevant book pages: pp. 63-65

12. A real-person merchant enters into a contract that is genuinely unrelated to the commercial enterprise. Under Article 19, which is the safest way to keep the debt outside the commercial presumption?

- A) Say nothing at formation and explain the personal purpose only if litigation begins.
- B) Register the transaction in the trade registry as a personal obligation.
- C) Clearly inform the other party at the time of the transaction that the act is not related to the commercial enterprise.
- D) Ensure that the counterparty is also a merchant.

Relevant book pages: pp. 65-66

13. Which statement best reflects the "relative commerciality" rule?

- A) If a contract is commercial for one party, the other party is automatically treated as a merchant.
- B) The rule applies equally to contract and tort without distinction.
- C) The rule disappears whenever one party is a natural person.
- D) If a contract is commercial for one party, it is also commercial for the other, unless the law provides otherwise.

Relevant book pages: p. 67

14. Two persons become co-debtors under a transaction that is commercial for one of them. Under Article 7 of TCC, the default rule is:

- A) Joint and several liability is presumed unless the law or the contract provides otherwise.
- B) Each debtor is liable only for their internal share unless the creditor proves fraud.
- C) Joint and several liability exists only if all co-debtors are merchants.
- D) The creditor must first sue the principal debtor and then the others in sequence.

Relevant book pages: pp. 70-72

15. According to Article 8 of TCC, a compound interest clause is valid only under which combination of conditions?

- A) In any commercial contract, provided the creditor is a merchant.
- B) Only in current accounts and in loan agreements that are commercial for both parties, with at least a three-month interval for capitalisation; the exception does not apply to non-merchants.
- C) In all supply contracts between commercial enterprises if the parties expressly agree.
- D) Only when the debtor is in default and receives a formal notice.

Relevant book pages: pp. 75-77

Chapter 4 – Merchant

16. Which person is the merchant under Article 12(1) of the TCC?

- A) The day-to-day store manager who signs on behalf of the owner.
- B) The employee who handles customer relations inside another person’s enterprise.
- C) Any representative who has broad authority over enterprise affairs.
- D) The person who operates the commercial enterprise, even partially, in their own name.

Relevant book pages: pp. 91-93

17. Which statement correctly distinguishes persons “deemed merchants” from persons “liable as merchants”?

- A) Deemed merchants are those who publicly announce or register an enterprise before actual operation; persons liable as merchants are those who create the appearance of such an enterprise and are bound toward good-faith third parties.
- B) Deemed merchants are only companies; persons liable as merchants are only natural persons.
- C) Deemed merchants are merchants only for tax purposes; persons liable as merchants are merchants only for registry purposes.
- D) There is no meaningful difference; the book treats the two expressions as interchangeable.

Relevant book pages: pp. 94-95

18. A minor inherits a commercial enterprise, and the enterprise is operated by the minor’s legal representative. Please mark the correct statement.

- A) The legal representative becomes the merchant because the representative manages the business.
- B) The minor is the merchant, while the representative is responsible like a merchant for the application of penal provisions.
- C) Neither the minor nor the representative is treated as a merchant until majority.
- D) The enterprise must be converted into a company before merchant status can exist.

Relevant book pages: pp. 95-96

19. A person is legally prohibited from operating a commercial enterprise but nevertheless runs one without the required authorisation. Please mark the correct statement.

- A) The person is not a merchant because unlawful activity can never create merchant status.
- B) The person is treated only as an artisan.
- C) The person is considered a merchant, while legal, penal, and disciplinary liability for the violation remains reserved.
- D) The contracts are automatically void and cannot bind third parties.

Relevant book pages: pp. 96-97

20. What is the main evidentiary consequence when a merchant receives an invoice or a letter of confirmation and fails to object within eight days?

- A) Silence has no legal effect in commercial matters.
- B) The document becomes enforceable as a final judgment.
- C) The merchant loses all substantive defences forever, even against fraud.
- D) The merchant is deemed to have accepted the content of the document.

Relevant book pages: pp. 112-114

Chapter 5 - Trade Name and Business Name

21. Which statement best distinguishes a trade name from a business name?

- A) A trade name distinguishes goods and services, whereas a business name is the legal name of the merchant.
- B) A trade name is the legal name under which the merchant carries on transactions and signs commercial documents, whereas a business name is used to introduce an establishment to the public.
- C) A trade name can be used only by companies, while a business name can be used only by natural persons.
- D) A trade name is protected only under trademark law, whereas a business name has no legal protection.

Relevant book pages: pp. 130-132, 151

22. Why does registration and announcement of the trade name especially important under TCC?

- A) Because without them the merchant cannot own any property.
- B) Because registration is merely symbolic and has no effect on exclusivity.
- C) Because the exclusive right to use the trade name belongs only to the owner of a duly registered and announced trade name, making the registry constitutive for exclusivity.
- D) Because registration replaces all need for honest-use analysis in infringement cases.

Relevant book pages: pp. 135-136, 146-147

23. How must a natural-person merchant form the main element of the trade name under the TCC?

- A) By using any fanciful expression, provided it is distinctive nationwide.
- B) By using the trade subject alone, without any personal identifier.
- C) By using the business name that is most visible to consumers.
- D) By using the merchant's name and surname without abbreviation, with permissible additions if they comply with the rules on appendices.

Relevant book pages: p. 138

24. Which statement correctly states the rule for branch trade names?

- A) A branch may adopt a completely different trade name to reflect local marketing strategy.
- B) A branch must use the trade name of its headquarters by indicating that it is a branch; additions related to the branch may be added.
- C) A branch is required to use only a business name, not a trade name.
- D) A branch becomes a separate merchant once it chooses its own trade name.

Relevant book pages: p. 145

25. Which contrast between the trade name and the business name is most accurate under the chapter?

- A) The trade name may be freely transferred apart from the enterprise, whereas the business name may not.
- B) Neither the trade name nor the business name may ever be transferred.
- C) The trade name is ordinarily tied to the transfer of the commercial enterprise and may not be transferred separately from it, whereas the business name regime is textually more flexible about separate transfer.
- D) The business name automatically follows the enterprise, but the trade name never does.

Relevant book pages: pp. 145-146, 153

Chapter 6 - Trademarks (Marks) in Turkish Law

26. Which statement best reflects the distinction between a “brand” and a “trademark” in Turkish law?

- A) They are exact synonyms, and both are comprehensively governed by the TCC.
- B) A brand is purely a marketing notion with no legal relevance, whereas a trademark is a criminal-law concept.
- C) A trademark exists only after a product has achieved nationwide fame.
- D) A brand may exist as a broader market strategy without registration, while the legally enforceable trademark right typically depends on registration under the Industrial Property Code.

Relevant book pages: pp. 155-158

27. Under the trademark concept, which sign is most likely to qualify for protection?

- A) A sign that distinguishes one undertaking’s goods or services and can be represented in the register clearly and precisely.
- B) A sign that cannot be represented clearly in the register but is famous in business circles.
- C) Any commercially attractive sign, even if it is purely descriptive.
- D) A sign used only internally within the business and never in trade.

Relevant book pages: pp. 160-161

28. Which statement best captures the first-to-file and specialty logic described in the registration section?

- A) The first user in the market always prevails over any later filer, without exception.
- B) Priority generally follows filing date, and protection is structured by the goods and services claimed, so partial coexistence or partial refusal may occur.
- C) Registration gives a monopoly over the word itself across all goods and services.
- D) TÜRKPATENT examines only formalities and leaves all substantive issues to the courts.

Relevant book pages: pp. 164-166

29. How does the chapter distinguish absolute grounds from relative grounds for refusal?

- A) Absolute grounds protect earlier private rights, whereas relative grounds protect only public order.
- B) Absolute grounds are never examined by the Office unless an opposition is filed.
- C) Absolute grounds protect public interest and register integrity and may be examined ex officio, whereas relative grounds protect earlier private rights such as prior marks and typically arise through opposition.
- D) There is no meaningful distinction because both categories operate identically.

Relevant book pages: pp. 170-171

30. Which statement is most accurate regarding use requirements and exhaustion?

- A) Non-use is irrelevant once a trademark has been registered.
- B) Parallel imports of genuine goods are always unlawful because the proprietor controls every later resale.
- C) Honest descriptive use is prohibited whenever it contains a word also registered as a trademark.
- D) Non-use can support revocation, and rights may be exhausted after genuine goods are first put on the market by the proprietor or with consent, subject to legitimate reasons to object.

Relevant book pages: pp. 175-176

Part II – Case Problem Questions (Each question is 10 points)

Case Problem 1 - Commercial Enterprise, Branch, and Enterprise Transfer

FACTS

Derya operates 'Summer Wave' in Çeşme. Every year, from May to September, she runs a surf school, rents equipment, employs seasonal staff, maintains a booking system, and takes prepaid reservations. During the winter, the beach premises are closed, but the website remains active, advance bookings are accepted, and equipment is maintained for the next season. Derya also has a Bodrum unit managed by local staff; that unit contracts with customers in Derya's trade name and remains under her pricing and risk-control policies. In March 2026 Derya signs a written and trade-registry-registered agreement transferring 'Summer Wave' to Lara. The agreement expressly excludes one van and one registered mark. Several old suppliers argue that all assets, the Bodrum unit, and the relevant debts moved automatically to Lara, while Lara claims that the Bodrum unit was a separate business and that creditors can only proceed against Derya.

Questions

1. Does Derya operate a commercial enterprise even though the surf-school business is seasonal? Explain by reference to continuity, independence, and the scale element. (10 Points)
2. Is the Bodrum unit better classified as a branch or as a separate commercial enterprise? (10 Points)
3. What is presumed to pass in an enterprise transfer, what may be excluded by agreement, and how are creditors protected after the transfer? (10 Points)

Case 2 - Merchant Status, Invoice Silence, Confirmation Letters, and Form of Notice

FACTS

Kemal, a public officer who is legally barred from operating a commercial enterprise without prior authorization, nevertheless opens an electronics store. He advertises the store online, registers it in the trade registry, and begins buying stock from suppliers. Pixel Trade Ltd. delivers 800 tablets and issues an invoice on the same day. Kemal remains silent for nine days, then claims that the invoice quantity is too high and that 150 tablets have scratched screens. He sends a WhatsApp message stating that he withdraws from the deal. In a separate transaction, Kemal orally agrees by telephone on packaging services with BoxCo; BoxCo immediately sends a confirmation email summarising the agreed price and delivery terms, but Kemal does not object for ten days.

Questions

1. Does Kemal qualify as a merchant despite the legal prohibition? Explain. (10 Points)
2. What is the effect of his silence in relation to the invoice and the confirmation email? (10 Points)

Part I - Answer Key and Page References

Chapter 1 - Introduction to Turkish Commercial Law

1. B - pp. 5-6 - commercial provisions and method of application
2. C - pp. 16-17 - commercial style and documentary formality
3. A - pp. 24-25 - enterprise-based model
4. B - p. 11 - reliance and deemed merchant status
5. D - pp. 29-30 - disciplined approach to finding the rule

Chapter 2 - The Commercial Enterprise in Turkish Law

6. C - pp. 35, 45 - enterprise vs. company
7. A - pp. 38-39 - continuity
8. D - pp. 40-41 - independence
9. B - pp. 36, 43-44, 50 - integrity principle and transfer formalities
10. C - pp. 48-49 - branch vs. subsidiary

Chapter 3 - Commercial Transactions and Their Legal Consequences

11. B - pp. 63-65 - enterprise connection and layered application of rules
12. C - pp. 65-66 - rebutting the commercial presumption
13. D - p. 67 - relative commerciality
14. A - pp. 70-72 - joint and several liability
15. B - pp. 75-77 - compound interest

Chapter 4 - Merchant

16. D - pp. 91-93 - merchant definition for natural persons
17. A - pp. 94-95 - deemed merchants and merchant-like liability
18. B - pp. 95-96 - minors and limited capacity
19. C - pp. 96-97 - prohibited or unauthorised operators
20. D - pp. 112-114 - invoice and confirmation-letter rules

Chapter 5 - Trade Name and Business Name

21. B - pp. 130-132, 151 - trade name vs. business name
22. C - pp. 135-136, 146-147 - constitutive role of registration
23. D - p. 138 - formation of trade name for natural persons
24. B - p. 145 - branch trade names
25. C - pp. 145-146, 153 - transfer rules for trade name and business name

Chapter 6 - Trademarks (Marks) in Turkish Law

26. D - pp. 155-158 - brand vs. trademark; IPC
27. A - pp. 160-161 - sign, distinctiveness, and representation
28. B - pp. 164-166 - first-to-file, specialty, and partial refusal
29. C - pp. 170-171 - absolute and relative grounds
30. D - pp. 175-176 - genuine use, revocation, and exhaustion

Case 1 - Commercial Enterprise, Branch, and Enterprise Transfer

Chapter 2 - The Commercial Enterprise in Turkish Law

Answer 1. Yes. Continuity does not require uninterrupted year-round activity; seasonal activity can still satisfy continuity if it is organised for repetition and is not merely occasional. Here, the business is planned and repeated every year, with advance reservations, staff organisation, equipment maintenance, and a stable booking structure. If the income objective exceeds the artisan threshold and the activity is carried on independently on Derya's own account, the operation qualifies as a commercial enterprise.

Book references: pp. 36-42 TCC Articles 11 and 15.

Answer 2. The Bodrum unit is best understood as a branch, not a separate enterprise. The book describes a branch as a unit that may be externally active and may deal with third parties, yet remains internally dependent on the centre. Because the Bodrum unit acts in Derya's trade name and remains under her strategic control, pricing policy, and risk allocation, it fits the classic branch model rather than a separate enterprise or subsidiary.

Book references: pp. 48-49. TCC Articles 40 and 48.

Answer 3. In an enterprise transfer, the law treats the commercial enterprise as a legal whole. Unless otherwise agreed, the transfer is presumed to include fixed assets, business value/goodwill, tenancy rights, the trade name, intellectual property rights, and assets permanently allocated to the enterprise. Specific items may be excluded if the exclusion is clearly stated, so the van and the registered mark may be carved out by agreement. However, the book also stresses that internal allocation is not the whole story: creditor protection remains central. Registration and announcement give publicity to the transfer, and the transferor and transferee may remain jointly responsible for a transitional period under the debt-assumption logic discussed in the chapter.

Book references: pp. 50-55. TCC Article 11(3).

Case 2 - Merchant Status, Invoice Silence, Confirmation Letters, and Form of Notice

Chapter 4 - Merchant

Answer 1. Yes. The Turkish Commercial Code regulates that a person who operates a commercial enterprise in their own name is a merchant, and it also emphasises that a person who runs an enterprise despite a legal prohibition or without required permission is still treated as a merchant for commercial-law purposes. The prohibition remains relevant for legal, penal, or disciplinary consequences, but it does not allow the operator to escape merchant status in dealings with third parties. Kemal's public announcements and registration also reinforce the external appearance on which third parties are entitled to rely.

Book references: pp. 94-97, 103-106. TCC Articles 12-14.

Answer 2. Under Article 21 of TCC, silence for more than eight days can have serious documentary consequences. If the recipient does not object to an invoice within eight days of receipt, the content is deemed accepted. The same eight-day logic applies to a confirmation letter sent after a fast oral or technical communication. Accordingly, Kemal's nine-day silence weakens his position both against the invoice and against the confirmation email from BoxCo.

Book references: pp. 112-115. TCC Article 21.