

Merchant Status in Turkish Commercial Law

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A cleaner, student-friendly two-hour lecture deck based on Chapter 4, with integrated Slido questions, three case discussions, and a 10-question mini quiz.

10 Slido polls

3 case questions

10-question quiz

Core teaching question: who counts as the professional, market-facing operator of a commercial enterprise?



A 120-minute flow for today's class

Five teaching blocks with built-in participation points

1

Foundations of
merchant status

15 min

2

Natural persons

25 min

3

Legal entities &
lifecycle

20 min

4

Consequences, duties
& proof

35 min

5

B2B rules, cases
& quiz

25 min

Built-in participation tools

- 10 Slido polls are distributed across the lecture.
- 3 case questions are followed by model answers.
- The session ends with a 10-question mini quiz and answer key.

Teaching strategy

Move from definition → classification → consequences → application. Use polls to surface misconceptions before the doctrinal rule is explained.

By the end, students should be able to...

Focus on definition, classification, and application

Define

Explain why merchant status is central to an enterprise-based commercial law system.

Distinguish

Separate merchants from artisans, assistants, representatives, and public entities.

Classify

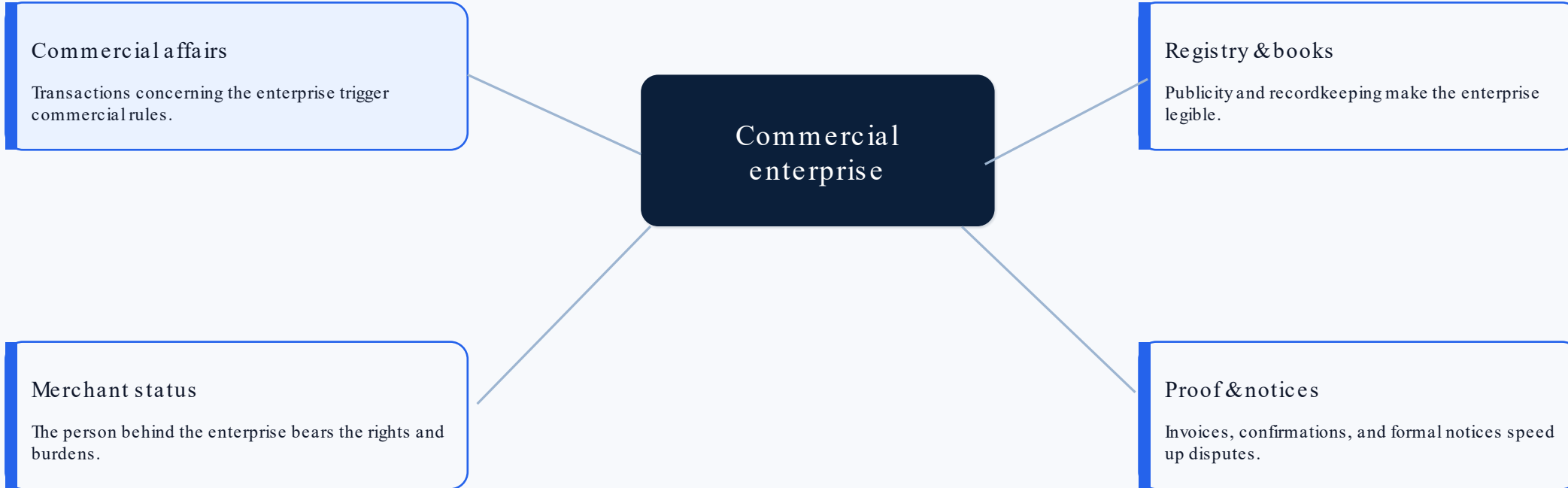
Apply Arts. 12–17 to natural persons, companies, associations, foundations, and special cases.

Apply

Use merchant-specific rules on presumptions, invoices, proof, notices, defects, and late payment.

The merchant is the legal bearer of the commercial enterprise

TCC Arts. 1–3 and Art. 12 set the structural logic



Key message: merchant status is not just a label. It is the legal status that follows the operation of a commercial enterprise and unlocks a network of commercial rules.

Why does the law treat merchants differently?

Merchant law is built on protection and discipline

Protect reliance in the market

- Third parties need to know who stands behind an enterprise.
- Trade registry, trade name, books, invoices, and confirmations reduce information risk.
- Commercial life depends on quick, document-based trust rather than slow factual reconstruction.

Discipline professional actors

- Merchants are treated as organised, professional risk-takers.
- They are held to the prudent businessperson standard.
- The law is less willing to rescue merchants from harsh but negotiable bargains.

This is why merchant status matters in practice: it changes liability, proof, communication, and compliance expectations.

Slido Poll 1

Ask first, then explain the doctrine

What is the best legal starting point for merchant status in Turkish commercial law?

Recommended Slido format: Multiple choice

A

Performing any sale once

B

Operating a commercial enterprise

C

Having a trade card or website

D

Earning any profit

Why ask it?

The commercial enterprise is the organising concept of the TCC. Merchant status follows the operation of that enterprise, not a one-off sale or a simple label.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Module 2 — Natural Persons

Article 12(1), deemed merchants, liable-as-merchants, and the special cases that most often confuse students.



Art. 12(1): three cumulative elements for natural-person merchant status

All three must point to the same market-facing operator

1 Commercial enterprise exists

The activity must have the scale and organisation of a commercial enterprise, not just an isolated act.

2 Enterprise is operated

Operation — even partial operation — brings the activity into market life and creates external effects.

3 Operated in one's own name

The merchant is the person who appears as the legal subject of the enterprise's transactions.

Teaching emphasis: students should test these three elements one by one instead of jumping straight to registration or profit.

Element 1 —there must be a commercial enterprise

The law distinguishes structure and scale, not just “being in business”

What pushes an activity into enterprise status?

- Continuity and organisation
- Independent pursuit of income
- Scale above the artisan threshold

Method tip

Always identify the enterprise first. Then ask whether the person behind it has crossed the artisan / merchant boundary.



Illustration: a person who occasionally sells a used laptop is not a merchant. A person who systematically sources goods, advertises, takes orders, and plans continuity is moving toward enterprise status.

Element 2 — operation matters more than formal completion

Partial operation is enough when the enterprise has entered market life



Operational reality is the key question

- The Code targets the person whose activity creates expectations and risk for third parties.
- Operation may occur through employees, managers, or agents.
- A business need not be perfectly finished before the merchant regime applies.

Practical implication

A person cannot usually avoid merchant duties by saying “the business was still in preparation” once the enterprise is already interacting with the market.

Element 3 — the enterprise must be operated in one's own name

Merchant status follows the legal subject of the enterprise's transactions

Merchant

- Contracts are concluded in that person's name.
- Rights and obligations of the enterprise are attributed to that person.
- Merchant consequences such as books, bankruptcy, and proof rules logically attach there.

Not the merchant

- Employees, managers, and representatives act for the principal.
- A commercial representative may have broad authority, but the principal remains the merchant.
- A passive owner who leases out the business is usually not the operator.

Using a trade name does not change the rule. The real question is which person stands behind that trade identity as the operator of the enterprise.

Slido Poll 2

Ask first, then explain the doctrine

Aylin rents a shop, registers it, advertises online, signs supplier contracts, and accepts pre-orders, but the store has not fully opened. Is she already within the merchant regime?

Recommended Slido format: Multiple choice

A

No — full opening has not happened

B

Yes — partial operation may suffice

C

Only if she earns profit first

D

Only if she uses her civil name

Why ask it?

Art. 12(1) focuses on operation, even partial operation. Market-facing conduct makes the “still in preparation” defence weak.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Two appearance-based extensions of merchant status

Commercial law protects reliance when public appearance and internal reality diverge

Deemed merchant — Art. 12(2)

- The person publicly announces that a commercial enterprise has been established or opened, or registers it and announces it to the public.
- Actual operation may not yet have begun in full.
- Effect: the person is treated as a merchant because others may rely on the public appearance.

Liable as merchant — Art. 12(3)

- A person acts as if a commercial enterprise exists for themselves, an ordinary partnership, or an unrecognised company.
- The rule protects good-faith third parties who rely on that appearance.
- Effect: liability as if the person were a merchant in those dealings.

Key insight: the TCC often privileges reliable outward appearance when commerce needs speed and third-party trust.

Special cases under Arts. 13–15

Status, management, sanctions, and weaker-party policy do not always point in the same direction

Minors / limited capacity

- If a legal representative runs the enterprise, merchant status still belongs to the represented person.
- The representative bears penal and compliance exposure because they actually manage the enterprise.

Prohibited / unauthorised trader

- A person who unlawfully operates a commercial enterprise is still treated as a merchant.
- Illegality does not become a shield against merchant duties; sanctions remain separately available.

Artisan boundary

- A labour-based, below-threshold activity is artisan rather than merchant.
- Still, some commercial rules such as fee and interest provisions can extend to artisans.

Case 1

Early market entry and public appearance

Scenario

Deniz leases premises for “Blue Harbor Homeware,” registers the business in the trade registry, launches social media ads, signs supply contracts, and takes pre-orders. Before the official opening day, a wholesaler delivers goods on credit. Deniz later argues: “I was not yet a merchant because the store had not fully opened.”

Discuss with students

- Is Deniz already within the merchant regime?
- Which provision is strongest: Art. 12(1), Art. 12(2), or both?
- Why does the law protect the wholesaler’s reliance?

Suggested classroom use: 2 minutes of pair discussion, then a whole-class debrief.

Case 1 — Suggested answer

Early market entry and public appearance

Issue

Does merchant status attach before the ceremonial “grand opening” of the business?

Rule

Art. 12(1) accepts partial operation in one’s own name. Art. 12(2) also deems a person a merchant where public announcement or registry publicity creates reliance.

Application

Leasing premises, registering the business, advertising, signing supply contracts, and taking orders all show that the enterprise has already entered market life.

Conclusion

Deniz cannot avoid merchant consequences. The wholesaler is entitled to rely on the merchant-like appearance Deniz created.

Best classroom answer: Deniz is already within the merchant regime.

Teaching takeaway

Separate actual or partial operation from ceremonial opening. In commercial law, market-facing steps matter more than the owner’s subjective label.

Module 3 — Legal Entities and Joint Forms

Some entities are merchants by legal form; others become merchants only when they operate a commercial enterprise.



Merchant status for legal entities is differentiated, not automatic

Form matters for some entities; enterprise operation matters for others

Merchant by form

- Trade companies are merchants by definition.
- Merchant status follows the legal form itself, not business volume.

Conditional merchant status

- Associations and foundations become merchants only if they operate a commercial enterprise to achieve their purpose.
- Institutions set up by public entities under private law or for commercial operation may also fall here.

Excluded from merchant status

- The State, municipalities, villages, and other public legal entities are not merchants as such.
- Public-benefit associations and certain public-duty foundations are also excluded.

Teaching shortcut: ask first whether the entity's form itself is commercial; if not, ask whether it operates a commercial enterprise.

Joint ventures and special joint forms: not every cooperation is a separate merchant

Who appears in the market and with what legal form?

Ordinary partnership

It has no legal personality. The analysis returns to who operates the enterprise in their own name and whether Art. 12(3) appearance-based liability protects good-faith third parties.

Donatma iştiraki

Turkish maritime law applies merchant rules to this form because joint vessel operation creates a commercial actor that third parties must be able to trust and identify.

Corporate groups / controlling undertaking

Group rules build on merchant status as a baseline. The controlling undertaking is usually already a merchant because it is typically a trade company.

Slido Poll 3

Ask first, then explain the doctrine

Which entity is always a merchant by legal form under the TCC?

Recommended Slido format: Multiple choice

A

Association

B

Foundation

C

Trade company

D

Municipality

Why ask it?

Trade companies are merchants by definition. Associations and foundations become merchants only if they operate a commercial enterprise, and public legal entities are not merchants as such.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Merchant status begins and ends at legally meaningful moments

Publicity matters at both the beginning and the end

Natural person

Starts when the person operates a commercial enterprise, even partially, in their own name. Public announcement can also trigger deemed-merchant status. It ends when the enterprise is permanently stopped and external publicity is aligned with that reality.



Trade company

A trade company is a merchant by form once it comes into legal existence. Merchant status continues through liquidation because the company still exists and creditors still need protection. Status ends when the company is removed from the trade registry.



Merchant status has scope — especially for natural persons

Commercial presumption simplifies commerce, but not blindly

Natural person merchants

- Debts are presumed commercial under Art. 19.
- A debt can remain non-commercial if the merchant clearly says so at the time of contracting.
- Circumstances may also show that a transaction is obviously personal.

Why the rebuttal exists

Individuals still have a personal sphere. Commercial law does not want every act in their life to be automatically commercial.

Legal entities

- Legal entities do not have the same personal sphere as natural persons.
- Their obligations are generally treated inside a commercial framework.
- For trade companies in particular, merchant status permeates the institution.

Alignment rule: if a contract is commercial for one party, it is generally commercial for the other as well, unless the law provides otherwise.

Slido Poll 4

Ask first, then explain the doctrine

A natural person merchant wants a debt treated as non-commercial.
What is the safest way to rebut the presumption?

Recommended Slido format: Multiple choice

A

Explain later in court

B

Keep silent

C

Clearly state at the time of contract that the debt is unrelated to the enterprise

D

Avoid keeping books

Why ask it?

Art. 19 places the burden of clarity on the merchant. Later explanations are much weaker than an express declaration at the moment of contracting.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

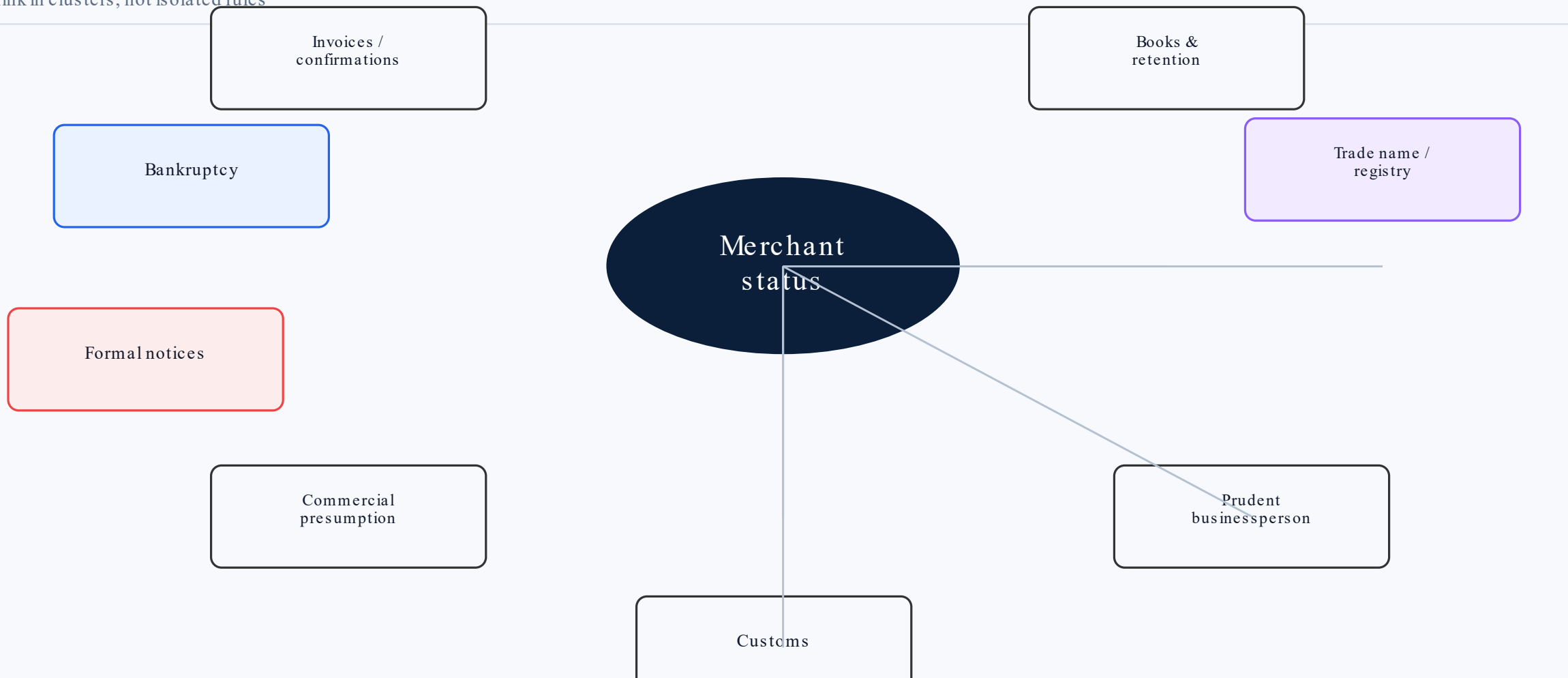
Module 4 — Effects, Duties, and Proof

Merchant status changes liability, documentation, communication, and compliance expectations.



Once a person is a merchant, an entire rule network turns on

Think in clusters, not isolated rules



Use this map to explain that merchant status is a gateway status: once it applies, many other rules become easier to organise doctrinally.

The TCC both empowers and disciplines merchants

Merchant status changes both enforcement and bargaining expectations

Subject to bankruptcy

Merchants are subject to bankruptcy for all debts because commercial failure usually affects a network of creditors.

Commercial customs

Between merchants, relevant commercial customs are expected to be known and can guide interpretation and performance.

No easy reduction of fees / penalties

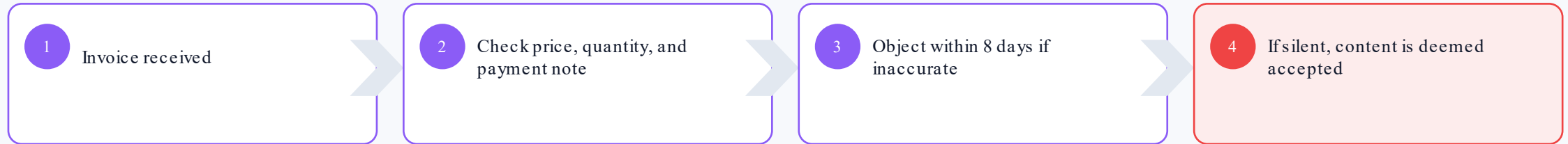
A merchant-debtor cannot normally ask the court to rescue them from excessive agreed penalties in the same way as weaker parties.

Right to fee and interest

For work linked to the enterprise, a merchant may claim appropriate remuneration and interest on advances and expenses.

TCC Art. 21(2): why eight days matters for invoices

Silence is not neutral once the invoice arrives



Why courts care

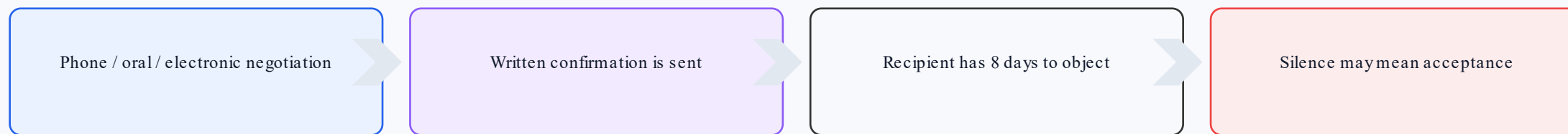
- The invoice becomes a powerful piece of evidence.
- The rule pushes merchants to reconcile delivery documents and invoices immediately.
- Unusual clauses may still raise separate contract-law concerns, but silence is risky.

Best compliance habit

Treat invoice review as a legal-control routine, not just an accounting task.

Confirmation letters stabilise fast commercial deals

TCC Art. 21(3) turns quick negotiation into documentary certainty



Why this rule exists

- Commercial parties often negotiate quickly and informally before a full written contract appears.
- The confirmation letter gives the parties a reference text for later proof.
- The rule rewards businesses that review incoming communications promptly and document objections.

Doctrinal point

A confirmation letter sits at the intersection of contract formation and proof. Sometimes it records a deal already made; sometimes it finalises open terms.

Slido Poll 5

Ask first, then explain the doctrine

If a merchant receives an invoice and stays silent for eight days, the usual legal effect is:

Recommended Slido format: Multiple choice

A

None

B

Invoice deemed accepted

C

Contract automatically void

D

Interest stops

Why ask it?

Art. 21(2) turns silence into a serious evidential disadvantage. The invoice is strengthened as proof unless the recipient objects in time.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Merchant status requires a visible, traceable business identity

Publicity infrastructure makes commerce legible

Trade name

Choose, use, register, and announce a trade name.

Trade registry

Register the enterprise and important changes so third parties can trace the operator.

Commercial books

Keep books regularly and lawfully; they matter for management and proof.

Retention duty

Keep books, correspondence, and supporting documents for ten years.

Invoices

Issue them when required and state payment where relevant.

Also note

Chamber registration sits alongside this infrastructure under separate legislation.

Commercial law assumes organised internal compliance

The prudent businessperson standard and Art. 18(3) work together

Prudent businessperson standard

- Assess counterparties, risk, and foreseeable loss like a professional actor.
- Read contractual risk clauses instead of expecting judicial rescue later.
- Build routines that catch invoices, confirmations, and defect notices on time.

Art. 18(3): use provable channels for key notices

- Default notice
- Termination
- Rescission
- Withdrawal
- Use notary, registered mail, telegram, or registered e-mail (KEP).

Commercial speed is acceptable only because the law expects merchants to keep proof-ready communication systems.

Case 2

Invoice silence after a quantity mismatch

Scenario

Beta Ltd receives goods. Its warehouse notes show 900 units, but the seller issues an invoice for 1,000 units. The invoice is filed without objection. Ten days later Beta claims the quantity was wrong and refuses to pay for the extra 100.

Discuss with students

- What does Art. 21(2) do here?
- Is the invoice absolutely conclusive, or mainly evidential?
- What internal compliance failure caused Beta's problem?

Suggested classroom use: 2 minutes of pair discussion, then a whole-class debrief.

Case 2 — Suggested answer

Invoice silence after a quantity mismatch

Rule

If the recipient does not object to the invoice within eight days, the invoice content is deemed accepted under Art. 21(2).

Effect

The invoice becomes strong evidence for the seller. Beta can still try to prove the mismatch, but the burden becomes much heavier.

Application

Warehouse records may still matter, but silence after receipt means Beta lost its best protection: a timely objection.

Lesson

Commercial enterprises should compare delivery documents and invoices immediately and object in provable form.

Best classroom answer: Beta is in a far weaker litigation position because it stayed silent.

Teaching takeaway

The eight-day period is a commercial control deadline. Accounting routines are part of legal compliance.

Slido Poll 6

Ask first, then explain the doctrine

Which communication between merchants should normally be sent through a formal or provable channel under Art. 18(3)?

Recommended Slido format: Multiple choice

A

Birthday greeting

B

Default notice

C

Price inquiry

D

Marketing email

Why ask it?

Art. 18(3) is designed to prevent disputes about whether legally significant notices were sent, received, and when they became effective.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

05

Module 5 — Merchant-to-Merchant Rules, Supply Contracts, and Assessment

Sales, defects, books as evidence, late payment, and a closing quiz.



Art. 23 adapts commercial sales to business reality

Speed, proportionality, and early inspection dominate the buyer–seller relationship

Partial performance

- Remedies normally focus on the missing part.
- Whole-contract termination is justified only if the commercial purpose collapses.

Buyer default

- The seller may seek court-authorized sale of the goods.
- This preserves value and mitigates storage or obsolescence risk.

Defects

- Obvious defects: notify within 2 days.
- Inspection-detectable defects: inspect and notify within 8 days.
- Hidden defects: general law after discovery.

Boundary condition: these merchant-discipline rules do not displace consumer protection rules when the buyer is a consumer.

Slido Poll 7

Ask first, then explain the doctrine

For obvious defects in a commercial sale, notice must generally be given within:

Recommended Slido format: Multiple choice

A

2 days

B

8 days

C

15 days

D

30 days

Why ask it?

Art. 23 expects an immediate reaction to obvious defects. The longer eight-day period is for inspection-detectable defects, not obvious ones.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Merchant-to-merchant disputes are designed to be document-driven

Books, controlled inspection, and procedural autonomy support predictability

Commercial books as evidence

- Both sides are expected to keep records.
- Courts may order limited examination and expert review where necessary.
- Refusal without lawful excuse can damage the refusing party's position.

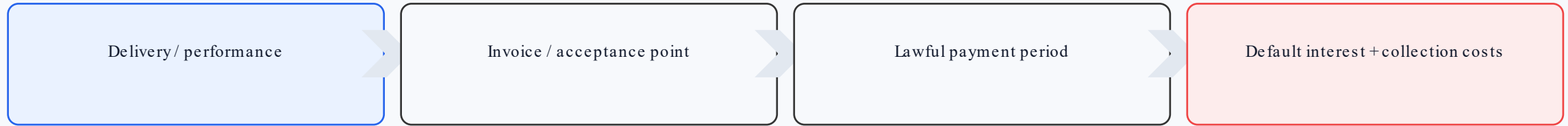
Jurisdiction agreements

- Merchants have greater procedural freedom to choose a competent court.
- The rule assumes higher bargaining capacity and legal sophistication.
- Mandatory or exclusive venue rules still override party choice.

Commercial litigation is meant to move away from oral uncertainty and toward verifiable documents.

Art. 1530 treats late payment as a market-order problem

Late payment can become involuntary credit imposed on suppliers



Core protections

- The rule targets B2B supply of goods or services.
- A sixty-day framework limits excessive payment terms.
- Clauses excluding or unfairly reducing default interest or late-payment loss are ineffective.
- Protection intensifies in asymmetric settings such as SME creditor vs large-enterprise debtor.

Policy idea

Powerful buyers should not be able to turn late payment into cost-free financing for themselves at the supplier's expense.

Case 3

A90-day payment term against an SME supplier

Scenario

Gamma Textile, an SME, supplies fabric to Mega Retail. The contract says payment will be made in 90 days and excludes default interest. Mega Retail pays late. Gamma asks whether Art. 1530 gives any protection despite the contract wording.

Discuss with students

- Which clauses are vulnerable?
- What happens to default interest?
- What policy problem is the article trying to solve?

Suggested classroom use: 2 minutes of pair discussion, then a whole-class debrief.

Case 3 — Suggested answer

A90-day payment term against an SME supplier

Rule

In protected B2B supply settings, excessive payment terms can be invalid, and clauses excluding or unfairly reducing default interest or collection-loss protection are ineffective.

Application

A90-day term is problematic when the creditor is an SME and the debtor is a large enterprise. The exclusion of default interest is also vulnerable.

Result

Gamma can likely rely on statutory default interest and the collection-cost protection that the article preserves.

Policy

Stop stronger buyers from using late payment as involuntary financing imposed on smaller suppliers.

Best classroom answer: Gamma likely receives statutory protection despite the contract wording.

Teaching takeaway

Art. 1530 limits contractual freedom to protect liquidity. Mandatory commercial policy defeats unfair wording.

Slido Poll 8

Ask first, then explain the doctrine

What is the main policy purpose of Art. 1530 in supply contracts between commercial enterprises?

Recommended Slido format: Multiple choice

A

Expand consumer rights

B

Allow any payment term

C

Protect supplier liquidity and curb unfair late payment

D

Abolish default interest

Why ask it?

Art. 1530 treats late payment as a structural problem in commercial supply chains, especially where bargaining power is asymmetric.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Slido Poll 9

Ask first, then explain the doctrine

Which statement best sums up merchant status?

Recommended Slido format: Multiple choice

A

It is only a registry label

B

It is a legal status tied to enterprise operation and professional market responsibility

C

It applies only to natural persons

D

It disappears immediately when sales drop

Why ask it?

Merchant status follows the functional reality of enterprise operation and then triggers a cluster of legal consequences.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Slido Poll 10

Ask first, then explain the doctrine

True or false: merchant status in Turkish commercial law is created only by registration.

Recommended Slido format: True / false styled as multiple choice

A

True

B

False

C

Only for companies

D

Only after profit is earned

Why ask it?

Registration has major publicity effects, but merchant status can also follow factual operation of a commercial enterprise; for some companies, legal form matters as well.

Instructor note: let students defend a distractor before revealing the answer.

Answer bank: Appendix slides 52–53.

Mini Quiz — 10 questions to check understanding

Use individually, in pairs, or as a Slido quiz

How to use the quiz

- 1 point per question.
- Questions cover status, scope, proof, duties, and B2B rules.
- Ask students to answer before showing the answer-key slides.

1

2

3

4

5

6

7

8

9

10

The next four slides already break the quiz into manageable discussion blocks.

Mini Quiz — Questions 1 to 3

Use as a closing knowledge check

Q1

What three elements are required for natural-person merchant status under Art. 12(1)?

Q2

What is the difference between a deemed merchant and a person liable as merchant?

Q3

Who is the merchant when a minor's enterprise is run by a legal representative?

Mini Quiz — Questions 4 to 6

Use as a closing knowledge check

Q4

Which entities are merchants by form, and which only conditionally?

Q5

How can a natural person merchant rebut the commercial presumption?

Q6

What is the usual effect of not objecting to an invoice within eight days?

Mini Quiz — Questions 7 and 8

Use as a closing knowledge check

Q7

What is the function of a confirmation letter in commercial practice?

Q8

Name any three core obligations of merchants.

Mini Quiz — Questions 9 and 10

Use as a closing knowledge check

Q9

What is the notice period for obvious defects in a commercial sale?

Q10

What policy goal does Art. 1530 pursue?

Mini Quiz — Answer key (1–5)

Concise model answers

1 Commercial enterprise, operation of that enterprise, and operation in one's own name.

2 Adeemed merchant is treated as a merchant because public announcement or registry publicity creates reliance; a person liable as merchant is bound because they create a merchant-like appearance toward good-faith third parties.

3 The represented minor or person with limited capacity is the merchant, although the representative manages the enterprise and may bear compliance exposure.

4 Trade companies are merchants by form. Associations and foundations become merchants only if they operate a commercial enterprise for their purpose.

5 By clearly stating at the moment of contracting that the debt is unrelated to the enterprise, or where the circumstances obviously show a personal transaction.

Mini Quiz — Answer key (6–10)

Concise model answers

6 The invoice content is deemed accepted and gains strong evidential weight under Art. 21(2).

7 It records and stabilises a fast oral or electronic deal and gives the parties a reference text; silence after eight days may count as acceptance.

8 Any three of the following: use and register a trade name, register in the trade registry, keep commercial books, retain books and records for ten years, issue invoices when required, and maintain prudent businessperson compliance routines.

9 Two days.

10 It protects supplier liquidity and curbs unfair late payment, especially in asymmetric B2B relationships.

Appendix — Slido answer bank (1–5)

Presenter appendix/ answer bank

Q1 What is the best legal starting point for merchant status in Turkish commercial law?

B—Operating a commercial enterprise

Q2 Aylin rents a shop, registers it, advertises online, signs supplier contracts, and accepts pre-orders, but the store has not fully opened. Is she already within the merchant regime?

B—Yes, partial operation may suffice

Q3 Which entity is always a merchant by legal form under the TCC?

C—Trade company

Q4 A natural person merchant wants a debt treated as non-commercial. What is the safest way to rebut the presumption?

C—Clear statement at the time of contracting

Q5 If a merchant receives an invoice and stays silent for eight days, the usual legal effect is:

B—Invoice deemed accepted

Appendix — Slido answer bank (6–10)

Presenter appendix / answer bank

Q6 Which communication between merchants should normally be sent through a formal or provable channel under Art. 18(3)?

B—Default notice

Q7 For obvious defects in a commercial sale, notice must generally be given within:

A—2 days

Q8 What is the main policy purpose of Art. 1530 in supply contracts between commercial enterprises?

C—Protect supplier liquidity and curb unfair late payment

Q9 Which statement best sums up merchant status?

B—Legal status tied to enterprise operation and professional market responsibility

Q10 True or false: merchant status in Turkish commercial law is created only by registration.

B—False

Takeaway

Merchant status is the legal gateway from ordinary market activity into a disciplined, document-driven, professional commercial regime.

Final teaching formula

- Identify the enterprise.
- Identify the market-facing operator.
- Then trace the consequences: presumption, proof, notices, books, and B2B discipline.

Thank you

