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1. The general provisions on the transfer of a commercial enterprise and its merger with another enterprise are included in which of the following duality of laws?
2. Turkish Civil Code - Turkish Commercial Code
3. Commercial Enterprise Pledge Law - Turkish Commercial Code
4. Capital Markets Law - Turkish Commercial Code
5. Law on the Protection of Competition - Turkish Commercial Code
6. Turkish Code of Obligations - Turkish Commercial Code
7. Which of the following statements regarding the current account agreement concluded between a tradesman (E) and a merchant (T) is correct?
8. The current account contract is commercial in nature only for (E).
9. The lawsuit arising from the current account agreement cannot be considered a commercial lawsuit.
10. The lawsuit arising from the current account agreement shall be heard by the labor court.
11. Tradesman (E) is not authorized to conclude a current account agreement.
12. Since the current account agreement is regulated under the Turkish Commercial Code, the business between the parties is a commercial business.
13. Mehmet, who opened a flour factory, wants to register his business with the trade registry through his legal representative Ahmet, but the registry director rejects the request, saying that the registration request must be made in writing and in person. Mehmet then goes to the registry office for registration and asks to see the registry records of a friend. The registry manager says that he cannot show him the registry records unless he can prove that he is related. Which of the following is correct regarding the grounds of refusal of the registry director regarding the registration process?

a) The reasons for refusal of the registry director are in accordance with the law.

b) Since the request for registration can be made verbally, the reason for the refusal of the registry director is unlawful.

c) Since the request for registration can be made through the legal representative, the reason for the refusal of the registry director is unlawful.

d) Since industrial enterprises are registered with the registry of tradesmen and craftsmen, the refusal decision of the registry director is in accordance with the law.

e) Since the request for registration can be made verbally, the reason for the refusal of the registry director is unlawful.

1. Which of the following statements regarding the statute of limitations in unfair competition is correct?
2. The statute of limitations for unfair competition expires after two years from the date on which the right to sue is learned and ten years from the date of its birth
3. The statute of limitations for unfair competition expires one year from the date on which the right to sue is learned and three years from the date of its birth.
4. The statute of limitations for unfair competition shall expire one year from the date on which the right to sue is learned and twenty years from the date of its birth.
5. The statute of limitations for unfair competition shall expire one year from the date on which the right to sue is learned and twenty-one years from the date of its birth.
6. There is no statute of limitations in unfair competition.
7. Which of the options is wrong about marketers?
8. The marketer shall be authorized pursuant to the "Marketer Agreement" to be concluded with the merchant/employer.
9. Unless otherwise agreed in writing, the marketer is only authorized to intermediate transactions.
10. Under no circumstances can it collect from customers and change payment days.
11. It is not authorized to collect for work not done by it.
12. The marketer must be provided with a certificate of authorization to be presented to the third parties with whom it will transact, if necessary.
13. Officer (A) wants to rely only on the books of (T) for his receivable from Trader (T). In light of this information, which of the following statements is correct?
14. In this case, the commercial books are intended to be used as evidence in favor of the owner.
15. (A) is not a trader, but may nevertheless rely on the books of (T).
16. If (T) fails to submit the books within the given deadline, the court shall grant a second deadline.
17. If (T) has lost its books and has not received a certificate of loss, (A) shall be deemed to have failed to prove its claim.
18. If there is no record of the claim in the books submitted and duly kept, a decision shall be rendered against (T).
19. Which of the following statements regarding the similarities between trade name and business name is correct?
20. The use of trade name and business name is mandatory for both merchants and tradesmen.
21. The trade name and business name may be transferred separately from the business.
22. The trade name and business name must include the name of the real person merchant.
23. The trade name and business name shall be created as desired by the merchant.
24. The registered trade name and registered business name are exclusively protected throughout Turkey.
25. In which of the following options is the definition of a commercial enterprise correctly stated?
26. It is a business that continues its activities continuously and independently even if it does not aim to generate income.
27. A community of persons with a legal personality formed by at least seven natural or legal persons by continuously combining their knowledge and efforts in order to realize a specific and common purpose not prohibited by law.
28. It is an enterprise in which activities that aim to provide income at a level exceeding the limit stipulated for a craftsman enterprise are carried out continuously and independently.
29. These are enterprises that actually generate income regardless of their purpose and where activities are carried out continuously and independently.
30. Legal entities established by individuals or institutions and whose duties and powers are determined by law.
31. What is the name given to an association formed by more than one person for the purpose of using and benefiting from a ship they own in the form of shared (joint) ownership in maritime trade in the name and account of all of them in accordance with a contract?
32. Tradesmen
33. Merchant
34. Commercial enterprise
35. Commercial business
36. Navy subsidiary
37. Which of the following cannot be said about legal transactions related to trademarks?
38. A trademark may be transferred for some or all of the goods or services for which it is registered.
39. The transfer of a business must include the trademark within the scope of the transfer.
40. A trademark can be pledged as collateral independently of the business.
41. The trademark can be seized separately from the business.
42. A license agreement may be concluded to transfer the right to use a registered trademark.
43. Trader (T) appointed his brother (K) as a commercial representative for his business. In the light of this information, which of the following statements is correct?
44. (K) must have full capacity to act.
45. (T) is obliged to appoint a commercial representative.
46. (K) cannot hire workers to work in the enterprise under a service contract.
47. (K) cannot issue a check in the name of (T).
48. (K) can represent (T) in court.
49. Which of the following information regarding the commercial books being evidence against the owner is correct? Both parties must be merchants.
    1. The dispute must arise out of a matter that should be recorded in the books of both parties.
    2. Their books must be duly kept.
    3. There should be no contradictions between the entries in the books.
    4. The contrary of the entries in the books must not be proved by the owner of the books with other conclusive evidence.
50. In the transfer of a commercial enterprise, how long is the period during which the transferor and the transferee are jointly and severally liable for the debts of the enterprise?
51. 1
52. 4
53. 3
54. 2
55. 5
56. Which ministry supervises and controls the trade registry?
57. Ministry of National Education
58. Ministry of Culture and Tourism
59. Ministry of Customs and Trade
60. Ministry of Energy
61. Ministry of Development
62. Which statement regarding the termination of the current account and statute of limitations is incorrect?
63. The current account is terminated upon expiration of the agreed term, notice of termination if the contract is of indefinite duration, and bankruptcy of one of the parties.
64. In the event of attachment of the balance, failure to remove the attachment within fifteen days shall result in the right of termination for the other party and consequently the termination of the contract.
65. Pursuant to Article 101 of the TCC, actions relating to the current account are subject to a statute of limitations of 5 years from the date of termination of the contract.
66. In the event of death or restriction in fixed-term contracts, the parties and their legal representatives and successors may terminate the contract with ten days' notice.
67. Payment of the balance cannot be demanded at the time when the account should be closed pursuant to Article 94 of the TCC.
68. In which of the following cases is the delivery of commercial books not requested according to the Commercial Code?
69. Bankruptcy proceedings
70. Name correction case
71. Inheritance case
72. Property partnership case
73. Company liquidation case
74. Which of the following describes the situation where a commercial book constitutes insanity against its owner?
75. Both parties must be merchants.
76. The dispute must arise from a situation recorded in the books of both parties.
77. A person may declare that he wants to prove his claim with the books of the other party. The court then grants a deadline to the merchant to submit its books, and if the merchant refrains from submitting its books within this deadline, the claiming party is obliged to prove its claim.
78. The entries in the merchant's books should confirm each other and there should be no contradiction between them.
79. The claim to be proved on the basis of the books must not be refuted by the other party.
80. In the event of death or restriction in fixed-term current account contracts, the parties and their legal representatives and successors may terminate the contract with how many days' notice?
81. 15
82. 10
83. 7
84. 5
85. 3
86. Which of the following information about a commercial enterprise is correct?
87. If a business incurs a loss, it is not considered a commercial enterprise.
88. Seasonal activities cannot be carried out under the roof of a commercial enterprise, as the commercial enterprise must be continuous.
89. Businesses that carry out activities carried out in connection with another business may also be commercial enterprises.
90. The level of income generated by the enterprise is also important for it to be considered a commercial enterprise.
91. Incidental activities do not prevent the existence of a commercial enterprise.
92. I. Registration II. Amendment III. Deferral IV. Cancellation V. Determination

Which or which of the above are included in the registration procedures?

1. I, II, IV
2. II, III, IV
3. II, IV, V
4. I, III, V
5. I alone
6. Which of the following is a dependent merchant assistant and does not have the authority to represent the merchant?
7. Worker
8. Commercial agent
9. Commercial proxy
10. Agency
11. Simsar
12. Which of the following is not among the reasons for the termination of the agency?
13. Either party may terminate an agency agreement for an indefinite term by giving three months' notice.
14. An agency agreement concluded for a certain period of time may be terminated by either party at the end of the term.
15. In the event of the death of one of the parties, Art. 513 of the Code shall apply and the contract shall terminate unless otherwise understood from the nature of the work or the contract.
16. Whether the contract is for a definite or indefinite term, it may be terminated at any time for just cause.
17. Either party may terminate an agency agreement for an indefinite term by giving six months' notice through a notary public.
18. Which of the following is not one of the elements of a partnership?
19. Person
20. Contract
21. Capital
22. Making a profit
23. Equal and active joint effort towards the goal.
24. I. Lawsuits arising out of agency agreements

II. Bankruptcy proceedings

III. Lawsuits arising out of the lease agreement

IV. Lawsuits arising from tort

Which of the above are absolute commercial cases?

1. I and II
2. II and III
3. III and IV
4. I and III
5. II and IV
6. In how many groups are commercial companies analyzed?
7. 5
8. 6
9. 7
10. 4
11. 3
12. I. Can make contracts with workers.

II. can buy raw materials.

III. Sign policies on behalf of the merchant.

(B) is the commercial agent of merchant (A). Considering the powers of the commercial agent, which of the above cannot (B) do?

1. Only II
2. I and III
3. Only III
4. I and II
5. I, II and III
6. Which of the following are among the tangible assets of a business?
7. Brand
8. patent
9. know-how
10. trade name
11. raw material
12. Which of the following is not one of the provisions applicable to commercial companies?
13. Partnership agreement provisions
14. General provisions
15. Commercial customs and traditions
16. Sanction provisions
17. Imperative provisions
18. How many types of agencies are there?
19. 5
20. 4
21. 3
22. 2
23. 6
24. The books and documents of the trader (A) were lost as a result of a fire that broke out in his business on 01.01.2018. (A) learned about the fire on 03.01.2018. In the light of this information, which of the following statements is correct?
25. A certificate of loss cannot be issued for books and documents lost due to fire.
26. (A) must file a lawsuit on 16.01.2016 at the latest to obtain a certificate of loss.
27. (A)'s lawsuit for the issuance of a certificate of loss is a contentious lawsuit.
28. (A) cannot claim a certificate of loss only for its blank books.
29. (A) should apply to the civil court of peace in Ankara for a certificate of loss.
30. Which of the following is not among the consequences of a place being considered a branch?
31. Branches having their headquarters in Turkey shall be registered in the registry of the place where they are located.
32. Each branch must use the title of the headquarters, indicating that it is a branch; this title may be supplemented with any additions relevant to the branch.
33. The authority of the commercial representative may be limited to the branch.
34. In business transfers pursuant to Art. 11/3 TCC and Art. 202 TCO, branches are not included in the scope of the transfer.
35. In disputes arising from the transactions of a branch, a lawsuit may be filed and proceedings may be initiated in the place where the branch is located. However, the bankruptcy case shall be filed at the place of the head office.
36. Commercial books can be used in court upon the request of which party or parties?
37. Only at the request of the owner
38. Only upon ex officio request of the court
39. Ex officio by the court or at the request of one of the parties
40. At the request of either party
41. Only ex officio by the court and at the request of the owner
42. Which of the following information regarding the provisions and consequences attached to the title of merchant is correct?
43. Merchants are subject to bankruptcy only for their commercial debts.
44. Merchants must choose and use a business name.
45. Within the scope of the obligation to act as a prudent businessman, merchants are obliged to exercise subjective care in their business.
46. Merchants may request a reduction of a fee or penal clause agreed in the contract.
47. Merchants are subject to the presumption of commercial business.
48. If the debt within the scope of the commercial enterprise is not paid on time, which of the following remedies can the creditor resort to?
49. The creditor may exercise the right to lease and license assets that are not subject to transfer of possession.
50. If the creditor cannot collect the receivable, the follow-up cannot be made within the framework of general provisions.
51. If the creditor is a first degree creditor, he/she may request the court to transfer the ownership of the movable.
52. If the creditor is a first degree creditor, it may request the transfer of ownership of the movable from the Competition Board.
53. If the creditor is a second degree creditor, he/she may request the transfer of ownership of the movable from the enforcement office.
54. I. Farmer II. Trader III. Credit institutions IV. Tradesmen

Which of the above persons can be both pledgor and pledgee according to the Law on Movable Pledge in Commercial Transactions?

1. I and II
2. II and III
3. III and IV
4. I and III
5. II and IV
6. Which of the following works is among the works that a commercial representative may perform only if express authorization is granted?
7. Making a service contract
8. Making foreign exchange commitments
9. Renting movable and immovable property
10. Transfer of immovable property
11. Appointing a commercial agent
12. Companies carrying out which of the following types of activities must be established with cash capital?
13. Imports
14. Export
15. Banking
16. Transportation
17. Contracting
18. "The objective criterion is applied, not the care shown by the merchant in his own affairs (subjective criterion), and the behavior of a normal merchant under the same conditions is taken as a criterion"

Which of the following options is the correct answer to the definition?

1. Being subject to bankruptcy
2. Invoice issuance
3. Behaving Like a Prudent Businessperson
4. Registration in the trade registry
5. Charge fees and interest
6. Which of the following is not correct in terms of the transfer of a commercial enterprise?
7. The transferor of the commercial enterprise loses the title of merchant.
8. The liability of the transferor of the commercial enterprise arising from the business debts shall cease.
9. The basic elements of the commercial enterprise are transferred to the transferee.
10. The written transfer agreement shall be easy to prove.
11. The transferee of the commercial enterprise is liable for the old debts of the enterprise.
12. In order for a business to be considered a commercial enterprise, it must have certain elements. In which of the following, the definition of a commercial enterprise is made to cover all the elements that it must have?
13. A commercial enterprise is an enterprise whose purpose is to generate income and whose activities are continuous.
14. A commercial enterprise is an enterprise in which activities that aim to generate income at a level exceeding the limit stipulated for a tradesman enterprise are carried out continuously and independently.
15. A commercial enterprise is an enterprise in which business is carried out independently, has a profit-making purpose and has continuity.
16. A commercial enterprise is a continuous and independent enterprise established by a person/persons for profit.
17. A commercial enterprise is an enterprise that can be established by persons who have a level of income that exceeds the prescribed limit, has continuity and is included in professions other than certain professions specified in the law.
18. I. Obligation to use a trademark

II. Obligation to use a trade name

III. Obligation to keep commercial books

IV. Obligation to use a business name

Which of the above are among the provisions and consequences of being a merchant?

1. I and II
2. II and III
3. III and IV
4. I and III
5. II and IV
6. Which of the following cannot be included in the scope of commercial enterprise pledge?
7. Receivables
8. Raw Materials
9. Animals
10. Cash
11. Perennial productive trees
12. Which of the following merchant assistants must be authorized in writing?
13. Commercial agent
14. Commercial proxy
15. Agent authorized to conclude a contract
16. Intermediary agent
17. Marketer
18. Merchant (T) appointed (K) as his commercial representative on 01.01.2018. On 01.02.2018, (T) died. In the light of this information, which of the following statements is correct?
19. The death of (K) does not terminate the power of representation.
20. The bankruptcy of (T) does not terminate the power of attorney of (K), but the death of (T) terminates the power of attorney of (K).
21. As a rule, (K)'s power of representation does not expire.
22. (K)'s representation authority expires on 01.03.2018.
23. (K)'s representation authority expires on 01.07.2018.
24. Which of the following is not among the reasons for the termination of the commercial representative's duty?
25. Azil
26. Resignation
27. Transfer and liquidation of the business
28. Bankruptcy of a merchant
29. The merchant has lost the capacity to act
30. Which of the following are among the rights of the broker?
31. Right to demand remuneration
32. Monopoly right
33. Right to receive the price and the goods
34. Right to represent the client in court
35. Right to conclude a contract on behalf of the merchant
36. Which of the following is not one of the classification criteria for partnerships?
37. Towards a common goal
38. According to the criterion of whether it has legal personality or not
39. In terms of shareholders' liability for partnership debts
40. In terms of the regulating law criterion
41. In terms of the person (individual)/capital partnership distinction
42. Five friends decided to establish a collective partnership to manufacture pasta and started the preparatory procedures by dividing the work. (A), who is responsible for registering the commercial enterprise with the trade registry, applied to the trade registry directorate for registration. The director of the trade registry rejected the application by stating that since it was a partnership, all partners should apply together.

In this case, which of the following statements is correct?

1. In cases where more than one person is authorized to request registration, the registry director is unfair since the request of one of these persons will be deemed to have been made on behalf of everyone, unless there is a contrary regulation.
2. In cases where more than one person is authorized to request registration, the registry director is right, since the request of one of these persons is not possible.
3. In cases where more than one person is authorized to request registration, the registry manager is unfair, as the commercial court will determine which of these persons will request registration.
4. In cases where more than one person is authorized to request registration, the registry director is in the wrong as it is legally obligatory for all interested parties to apply together.
5. The trade registry director is unfair as he is legally obliged to accept every application for registration.
6. The merchant (T) appointed (K) as his commercial representative. (K) sold the 20 square meters of land included in the enterprise to the merchant (B) on the grounds that it was never used.

In the light of this information, which of the following statements is correct?

1. For businesses in financial difficulties, land can be sold.
2. (K) must obtain permission from the enforcement court for the sale.
3. (K) can sell the land owned by (T), but not included in the business.
4. Even if (T) has given special authorization for the sale of the land, (K) cannot sell the land.
5. (K) does not have the authority to sell any used and unused land.
6. Which of the following information about the business name is correct?
7. It is used to distinguish traders from each other.
8. It can be transferred separately from the business.
9. Only merchants can use it.
10. It is mandatory for merchants to use a business name.
11. The Commercial Code imposes strict rules on the creation of a business name.
12. Which of the following statements regarding the assets of a commercial enterprise is correct?
13. The passive part of the asset consists of rights and the active part consists of debts.
14. The assets of a commercial enterprise refer to the sum of the values allocated by the merchant to the enterprise (dedicated to commercial activities).
15. Know-how is a tangible good.
16. Installations are intangible property.
17. The patent included in the assets of the enterprise is protected for 5 years.
18. Which of the following is not an element of a partnership?
19. Making a profit
20. Contract
21. Common purpose
22. Capital
23. Affectio Societatis
24. In which of the options is the difference between "exclusive dealing" and "agency" given correctly? The right of monopoly is not a mandatory element of the exclusive dealing contract and can be removed if desired, whereas the right of monopoly is a mandatory element in agency.
    1. The sole seller buys the goods from the merchant and sells them to its customers on its own behalf and account. The agent does not transact in his own name and account; he either acts as an intermediary or concludes a contract on behalf of the merchant.
    2. A sole trader receives a certain fee from the merchant. The agent does not receive a certain fee for his work.
    3. Since the sole seller buys and sells goods on its own behalf, it does not have a more independent characteristic. The agent's mobility and independence is slightly freer than that of a sole trader.
    4. According to the majority opinion, the Sole Seller is not under an obligation to conclude the contract for which it acts as an intermediary. The agent is under an obligation to act as an intermediary.
25. I. The branch must be administratively subordinate to the headquarters.

II. Branch managers are appointed by the headquarters.

III. The branch may independently carry out the work of the head office with its own customers.

Branch IV has its own separate administration.

Considering the information above, which of the following is the most accurate inference about the branch?

1. The branch is independent in its internal affairs and has separation of management.
2. The branch is dependent in its internal and external affairs and has separation of management.
3. The branch is independent in its internal affairs and dependent in its external affairs.
4. The branch is dependent in its internal affairs and has no separation of management.
5. The branch is dependent in its internal affairs, independent in its external affairs and has separation of management.
6. Which of the following does not constitute a partnership subject?
7. Finding clients for lawyers
8. Hospital operation
9. Nightclub operation
10. Operating an educational institution
11. Dealing with import-export
12. Which of the following is not a commercial business?
13. Agreement with an architect to draw a project for the merchant's business
14. License agreement regarding the trademark right of the merchant
15. Trader's agreement with hospital to provide health care for his workers
16. Renting lodgings for the trader's employees
17. Trader buys bracelet for his daughter on her birthday
18. Who is authorized to appoint a commercial representative?
19. To the relevant court judges
20. The person who runs the business
21. Board of Representatives
22. Designated guardian
23. Ministry of Trade
24. The trader (A) has obtained a privilege and authorization for the marketing and distribution of Starbucks' goods and services through a contract with "Starbucks". Which of the following is the contract in the case?
25. Franchising
26. Financial leasing
27. Simsar
28. Commercial agent
29. Commercial proxy
30. How long should the trade registry request period be from the date of issue of the deed or document?
31. 10 days
32. 15 days
33. 30 days
34. 60 days
35. 90 days
36. Which of the following dependent merchant assistants is authorized to represent the merchant? Gardener
    1. Cleaner
    2. Cook
    3. Receptionist
    4. Marketer
37. Which of the following statements regarding liability for debts in the transfer of a commercial enterprise is correct?
38. The transferee shall be liable to third parties only for the debts arising from the date of the transfer agreement.
39. The transferee is only liable to third parties for debts of which it is aware.
40. With the transfer of the business, previous debts are terminated.
41. With the transfer of the business, existing debts become due and payable and the validity of the transfer depends on the payment of these debts.
42. The person who transfers the business continues to be responsible for the debts of the business for two years.
43. If a merchant grants a privilege or authorization to another merchant for the marketing and distribution of its goods and services within the framework of a contract with that merchant, which of the following legal relationships is in question here?
44. Agency
45. Brokerage
46. Franchising
47. Brokerage
48. Leasing
49. Which of the following is not one of the commercial books and documents that a merchant must keep?
50. Inventories
51. Financial statements
52. Employee shift tables
53. Documents that are the basis for the records
54. Copies of letters received and sent
55. Which of the following statements regarding registration in the trade registry is incorrect?
56. Registration in the trade registry is, as a rule, upon request.
57. The request for registration in the trade registry shall be made by the relevant persons or their representatives or legal successors.
58. The period for requesting registration in the trade registry is fifteen days, unless otherwise stipulated.
59. The period for registration of a commercial enterprise pledge agreement with the trade registry is one month.
60. The court decision regarding the annulment of the general assembly resolutions of a joint stock company must be registered immediately.
61. Which of the following is not one of the compulsory books listed in Article 64/3 and 4 of the TCC?
62. Journal book
63. General ledger
64. Inventory book
65. Share ledger
66. Daily notebook
67. How many types of effects does the trade register have?
68. 6
69. 5
70. 4
71. 3
72. 2
73. I. In its public announcements regarding consumer loans, Bank X did not make clear disclosures about the total cost of the loans and the effective annual interest rates.

II. The person who goes from street to street selling potatoes with his truck

III. Company Y that persistently calls people's cell phones and promotes products

IV. A company that advertises its laundry detergent as being at least as good as the detergent (belonging to its company)

V. A person who presents himself as a doctor even though he graduated from the Biology department of Z University

Considering the examples above, which of the following cannot be inferred?

1. There is unfair competition in I.
2. II is unfair competition.
3. III is unfair competition.
4. IV is unfair competition.
5. V is unfair competition.
6. Which of the following is the purpose of the provision stipulating that the parties are jointly and severally liable for commercial debts unless they have agreed otherwise?
7. Protection of business operation
8. Uncovering business partners' commercial disputes
9. Establishment of operating partnerships with banks only
10. Non-payment of debts in commercial enterprises
11. Protection of credit order and confidence in commercial life
12. Which of the following statements about the business name is correct?
13. The business name is the name used by the merchant in its commercial business and actions.
14. The merchant is obliged to use a business name.
15. It is not possible for shopkeepers to use a business name.
16. The actions and claims for the protection of a trade name are also applicable to the protection of a registered business name.
17. The unregistered business name shall be protected in accordance with the provisions of the Decree Law No. 556 on the Protection of Trademarks.
18. Which of the following is not one of the lawsuits that can be filed in cases of unfair competition?
19. Detection of unfair competition
20. Prevention of unfair competition
21. Cancellation of unfair competition
22. Elimination of the material situation resulting from unfair competition
23. Moral compensation
24. "The assets of the enterprise generally refer to tangible assets that can be held with the hand and seen with the eye, that is, tangible assets (tangible). Such as installations, working capital, raw materials, manufactured/stock goods. On the other hand, installations include immovable properties dedicated to the enterprise and their integral parts (TMK art.684) and annexes (TMK art.686) and movable properties (movable business installations such as machines, tools, vehicles, cars)"

According to the text, which characteristic of the business can be mentioned? Which of the following options is correct?

1. Make a profit every year
2. Independence
3. Intangible elements
4. Continuity
5. Material elements
6. Merchant (A) transferred his commercial enterprise to merchant (B) on 01.06.2019. What is the liability of (A) for the debts of the business?
7. The transferor is not liable for the debts of the business.
8. The transferor is liable for all debts of the business for one year.
9. The transferor is liable for the overdue debts of the enterprise for a period of two years from the moment of the due date.
10. The transferor is liable for the outstanding debts of the enterprise for a period of one year from the date of the announcement of the transfer or notification to the creditors.
11. The transferor is liable for the outstanding debts of the enterprise for a period of five years from the date of the announcement of the transfer or notification to the creditors.
12. How long is the statute of limitations for unfair competition lawsuits after the right to sue is recognized?
13. 1
14. 2
15. 3
16. 5
17. 10
18. (A) searched on the internet to buy the perfume he wanted. On "herşeyburada.com", he saw that (B)'s business was selling the cheapest perfume. (A) purchased the perfume through "herşeyburada.com". What is the legal nature of the operator of "herşeyburada.com"?
19. Simsar
20. Seller
21. Buyer
22. Commercial agent
23. Commercial proxy
24. On what basis is the jurisdiction of the trade registry determined?
25. Provincial or district basis
26. Business volume basis
27. Population basis
28. Production basis
29. Region basis
30. I) Imperative provisions

II) provisions of the partnership agreement

III) Commercial customs and traditions

IV) General provisions

V) Liquidation

Which one(s) of the above are among the provisions applicable to a commercial company?

1. I, II, III, V
2. III, IV, V
3. I,III, IV
4. II, IV, V
5. I, II, III, IV
6. Which of the following is correct in terms of the conditions for a ledger to be considered as evidence "in favor of the owner"?
7. The claim to be proved on the basis of the books must be refuted by the other party.
8. The party relying on the books of the other party (the merchant) is not necessarily a merchant.
9. The entries in the merchant's books do not have to confirm each other, but any discrepancies between them must be based on material error.
10. If the other party does not submit its books, a decision cannot be made in favor of the merchant since no comparison can be made.
11. The dispute must relate to a commercial business that both parties must record in their books.
12. Which of the following is not among the provisions and consequences of being a merchant?
13. Behaving like a prudent businessman
14. Pay income tax
15. Invoice issuance
16. To be able to charge fees and interest
17. Objecting to invoice and confirmation letter
18. Which of the following does not fall under the category of "inducing a breach or termination of a contract", which constitutes unfair competition according to the Turkish Commercial Code?
19. To induce them to violate contracts they have already concluded with others, so that they can conclude contracts with customers themselves.
20. Attempting to benefit himself or others by providing or offering benefits to third parties' workers, agents and other auxiliary persons that they do not deserve and that may lead them to act contrary to their obligations in the performance of their work
21. Inducing workers, agents or other auxiliary persons to disclose or obtain the production and business secrets of their employers or clients.
22. Not clearly stating its title in public announcements regarding installment sale contracts or similar legal transactions, not stating the cash or total sales price or the additional cost arising from the sale in installments in Turkish Lira and annual rates.
23. Directing the buyer or borrower who has entered into an installment sale, cash sale or consumer credit contract to withdraw from this contract or directing the buyer or borrower who has entered into a cash sale contract to terminate this contract in order for him to conclude such a contract with him
24. Commercial companies have separate citizenship, driver's license and place of residence from their shareholders, which of the following is realized by which of the following?
25. With the signing of the company contract.
26. By notarizing the signatures of the partners in the company agreement.
27. With registration in the trade registry.
28. By obtaining permission to establish from the Council of Ministers.
29. When partners agree to form a company.
30. Which of the following includes the characteristics of the commercial books that merchants must keep?
31. The trader may keep accurate and proper books according to his/her own will.
32. The trader has no obligation to keep books. keeping books is only important in terms of knowing its activities.
33. The fact that a trader keeps books means nothing to the state. The commercial book is not important.
34. Commercial books should be organized in a clear, reasonable and informative manner in accordance with Turkish Accounting Standards and Commercial Laws.
35. Keeping commercial books is only important for the state to know the status of the business and to carry out proper tax transactions. There are no sanctions for the trader.
36. In the event that the trade name is used in violation of commercial integrity; which of the following remedies cannot be applied?
37. It can ask for this to be determined.
38. It can ask for its use to be banned.
39. If the unfairly used title is registered, it may be requested to be changed or deleted.
40. If there is damage, he/she may request material and moral compensation according to the gravity of the fault.
41. It may request a bankruptcy decision to be taken against the business that infringes the trade name.
42. Which of the following statements about the trade name changing or not being affected by changes is correct?
43. . Even if the name of the person whose name is written in the title changes, the title cannot remain as it is.
44. If a new shareholder enters into a collective or limited partnership or a joint venture, the title must be changed.
45. The title can also be transferred separately from the business.
46. The Commercial Code adopts a mixed system for the use of the title.
47. Business transfer, except for the title, cannot be agreed in the contract.
48. What is the capacity of a person to have rights and incur obligations through his/her own actions and transactions?
49. Comandite
50. Company driver's license
51. Debt capacity
52. Capacity to act
53. Guardianship
54. Which of the following is not one of the cases of termination of the powers of commercial representatives and commercial agents?
55. Dismissal and resignation
56. Death of the representative and loss of power of appeal
57. Application to merchant assistants
58. Termination of the legal entity of the business owner
59. Transfer and liquidation of the business
60. Article 56 of the TCC regulates the civil actions that may be brought due to unfair competition and the persons who may bring them. Which of the following is not one of the actions that may be filed and the claims that may be asserted?
61. Detection of unfair competition
62. Prevention of unfair competition
63. Elimination of the material situation resulting from unfair competition
64. Compensation if there is damage
65. Continuation of unfair competition
66. Keeping commercial books is useful and important for the merchant himself, as well as for third parties such as the state, the partners and organs of the legal entity merchant and the creditors of the merchant. Accordingly, which of the following is not true regarding the importance of keeping commercial books?
67. Through the books to be kept, the merchant has the opportunity to understand the real situation of his business, to monitor the development of his business and to determine the transactions he has made with the past.
68. The books serve to determine the taxpayer and, in particular, the tax base in a complete and accurate manner.
69. In terms of the existence and amount of the receivable, the books cannot be evidence for or against the owner (merchant).
70. Commercial books and documents must be kept within the period stipulated in the law and with the methods shown. If they are lost during this period, a certificate of loss must be obtained by applying to the court.
71. In terms of civil procedural law and commercial law, ledgers can be used as evidence in court.
72. In terms of tax law, books are of great importance in determining the tax liability and tax base. Unless otherwise provided, which of the following courts hears all commercial cases, regardless of the value or amount of the thing sued?
73. Magistrate law court
74. Civil court of first instance
75. Commercial court of first instance
76. Regional Court of Appeal
77. Supreme Court
78. Which of the following is not included in the scope of commercial enterprise pledge?
79. Receivables
80. Perennial productive trees
81. Intellectual and industrial property rights
82. Animals
83. Cash
84. "Ayşe Melek", "Hamdi Merhametli", "Hüseyin İyimser" and "Emine Hevesli" have agreed to establish a collective partnership to operate a bakery. Which of the following is correct regarding the trade name that these persons may use?
85. Ayse Bakery
86. Hamdi Compassionate Collective Company
87. Ayse Hamdi Hussein Emine Bakery
88. Ayse Hamdi Hussein Emine Collective Company
89. Emine
90. Which of the following information regarding the transfer of a commercial enterprise is incorrect?
91. It is not possible to transfer only the assets of a commercial enterprise.
92. The validity of the transfer agreement is not subject to any formal requirements
93. In case of transfer of the business, the transferee and the transferor shall remain jointly and severally liable for a period of two years.
94. For the transfer of the assets of the commercial enterprise, it is not necessary to carry out the mandatory disposals separately.
95. In cases where permission is required for the transfer of a business, permission must be obtained by applying to the Competition Board.
96. Mehmet, who opened a flour factory, wants to register his business with the trade registry through his legal representative Ahmet, but the registry director rejects the request, saying that the registration request must be made in writing and in person. Mehmet then goes to the registry office for registration and asks to see the registry records of a friend. The registry director says that he cannot show him the registry records unless he can prove that he is related. In this case, which of the following statements about the registry director's statement regarding the registry records is correct?
97. The trade register is open to everyone, provided they can prove that they are interested.
98. The trade register is open to everyone without the need to prove that it is relevant.
99. The trade registry is open only to the registrant and his legal successors.
100. The trade registry is open only to the registrant and its legal representatives.
101. Trade registry records can only be examined pursuant to a court order.
102. Which of the following statements regarding the storage of commercial books and documents is correct?
103. The retention period for books and documents is ten years.
104. The obligation to keep books and documents ends for real person merchants upon the cessation of trade.
105. The heirs are not obliged to keep the books and documents.
106. In case of termination of the legal entity, the books and documents shall be kept by the court of execution.
107. In the official liquidation of the inheritance, the books and documents are kept by the commercial court.
108. How should the representation authority of the general commercial agent be limited?
109. Since the powers of the general commercial agent are not broad, they cannot be limited.
110. It may be limited as desired by the merchant provided that it is announced to third parties.
111. With the official gazette.
112. With registration in the trade registry.
113. By registration and announcement in the trade registry.
114. Below are the operations that can be done in the registry and their meanings. Which matching is correct?
115. Registration: Making changes to an existing record
116. Cancellation Deletion of existing record
117. Registration: Deletion of registration
118. Amendment: Recording an issue for the first time
119. Cancellation Making a new registration
120. Which of the following is a dependent merchant assistant?
121. Agency
122. Broker
123. Simsar
124. Commercial agent
125. Transportation broker
126. "A contract in which two or more persons undertake to combine their labor and property to achieve a common goal." To which of the following does this definition belong?
127. Capital
128. Company
129. Brand
130. Professional Organization
131. Registration
132. Which of the following situations does not constitute unfair competition?
133. A competitor spreads rumors that a neighboring business owner is about to go bankrupt.
134. A non-specialist doctor printing the phrase "operating doctor" on a signboard.
135. A half-filled perfume box is labeled with a discount sticker and offered for sale at half price.
136. The price of "x" brand of tea with a "promotion" label and a teapot is more expensive than the same brand of tea without a teapot.
137. The merchant makes a sale by giving real assurance about the quality of the goods produced by the merchant.
138. Which of the following is not one of the effects of the trade registry?
139. Founder
140. Explanatory
141. positive
142. negative
143. abstractor
144. Which of the following is obliged to keep books?
145. Tradesmen
146. Merchants
147. Bagel sellers
148. Workers
149. Public employees
150. (A) and (B) are traders and (A) relied only on the books of (B) to prove his claim. Which of the following is correct in this case?
151. If the lawful ledger of (B), duly produced, contains no record of the claim, then (A) has failed to prove its claim.
152. If (B) has not kept its books in accordance with the law and there is no record of the claim, (A) cannot prove its claim by other evidence.
153. Even if there are records against (B) in the book belonging to (B), this book cannot be used against (B) if the book is not kept in accordance with the law.
154. If the ledger of (B) contains entries both against and in favor of (B), if the ledger is kept in accordance with the law, only the evidence in favor of (B) shall be used.
155. If the ledger of merchant (B) contains decisions both against and in favor of (B), if the ledger is not kept in accordance with the law, only the evidence against (B) shall be used.

**QUESTIONS ABOUT THE ORDINARY COMPANY**

1. Which of the following is one of the grounds for dissolution in an ordinary partnership?
2. Court decision on just cause
3. Failure to realize the purpose of the partnership
4. Death of one of the partners, unless there is a prior agreement with the heirs that the partnership will continue
5. Bankruptcy of one of the partners unless there is a provision in the contract that the partnership will continue Expiration of the term in a partnership established for a period of time
6. Failure to take decisions in partnership
7. Which of the following cannot be considered as one of the rights and obligations of the partners in an ordinary partnership?
8. All partners are obliged to contribute capital to the partnership.
9. Unless otherwise stated, profits and losses are shared equally.
10. Partners are authorized to examine the affairs of the partnership.
11. The partner may not do anything contrary to the purpose of the company.
12. If one of the partners has incurred certain expenses or debts or incurred losses, the other partners cannot be liable to pay interest even if they are liable to that partner.
13. Which of the following is one of the grounds for dissolution of an ordinary partnership?
14. Realization of purpose
15. Death of one of the partners
16. Bankruptcy of one of the partners
17. Restriction of one of the partners
18. Request for termination by all partners
19. "A type of partnership in which two or more people agree to combine their labor and property to achieve a common goal"

Which of the following options is the correct answer to the definition?

1. Cooperative
2. Ordinary Company
3. Limited company
4. Partnership
5. Institution
6. If a manager is not appointed in the ordinary partnership agreement or by a subsequent decision, to whom does the company management belong?
7. To all partners
8. To the partner to be determined by the court
9. To the administrator to be determined by the court
10. Shareholders bringing cash capital
11. Partners bringing labor capital
12. In which of the following companies are the shareholders primarily and unlimitedly liable for the debts of the company?
13. Collective company
14. Limited liability company
15. Ordinary company
16. Limited company
17. Cooperative
18. As a result of the dissolution of an ordinary partnership, how many years is the statute of limitations for claims between the partnership or the partners from the moment the claim becomes due?
19. Two
20. Three
21. Four
22. Five
23. Seven
24. In which of the following partnerships are the partners primarily liable for the debts of the partnership?
25. Collective partnership
26. Ordinary limited partnership
27. Ordinary partnership
28. Limited partnership
29. Incorporated partnership
30. Three friends, Bora, Murat and Ayşen, decide to open a restaurant together. They arrange a contract between them and open the restaurant, but their business does not go as they had hoped and they get 300.000 TL in debt to the market. Ahmet, who decorated the restaurant and was not paid, initiated a proceeding against Bora, who was in a better financial situation, in order to collect his receivable amounting to 50.000 TL, but Bora objected to this proceeding on the grounds that the debt belonged to the partnership.

Which of the following statements is correct about the partnership in the case?

1. Since Bora, Murat and Ayşen did not draw up a written contract, a legally valid partnership was not established.
2. Since Bora, Murat and Ayşen did not notarize the agreement, a valid partnership was not established.
3. Since Bora, Murat and Ayşen did not register their agreement with the trade registry, a legally valid partnership was not established.
4. Bora, Murat and Ayşen established an ordinary partnership with a contract they drafted.
5. Bora, Murat and Ayşen have established a trading partnership with a contract.
6. In which case is it possible for a new partner to join an ordinary partnership?
7. With the consent of all shareholders
8. If the new shareholder obtains permission from the commercial court
9. If a shareholder transfers his/her share
10. If one of the partners is removed from the partnership
11. If the partnership obtains permission from the commercial court
12. Which of the following is not one of the reasons for dissolution of an ordinary partnership?
13. Realization or impossibility of realization of the purpose
14. Death of one of the partners, unless there is a prior agreement with the heirs that the partnership will continue
15. If there is no provision in the agreement that the partnership will continue, bankruptcy or restriction of one of the partners or foreclosure of the liquidation share
16. Request for termination by all partners
17. Expiration of the term in a partnership established for a fixed term
18. A decided to open and operate a greengrocer's shop and brought his savings of 10.000 TL and real estate worth 20.000 TL with a verbal agreement between them. C, on the other hand, put his labor into the shop and undertook to work in the greengrocer's shop for 1 year since his financial situation was not suitable. The partners agreed by contract that partner C would not participate in the partnership loss. Which of the following statements regarding partner C's non-participation in the partnership loss is correct?
19. Since the liability of the partners in an ordinary partnership is unlimited and joint and several, it is not possible to exempt C from the partnership loss.
20. In an ordinary partnership, the partner who brings his/her labor as capital may be exempted from damages with an arrangement to be made in the partnership agreement.
21. In order to exempt a partner who contributes his/her labor as capital in an ordinary partnership from losses, a unanimous decision must be taken afterwards.
22. In an ordinary partnership, the exemption from loss of the partner who brings his/her labor as capital is valid only between the partners.
23. In an ordinary partnership, even if the partner who brings his/her labor as capital is exempt from loss, this exemption is removed if the company is insolvent.
24. Osman goes to Aslanbey Süt Ürünleri A.Ş. on behalf of the ordinary partnership he established with Ömer to negotiate a sales contract. Osman, who is angry that the contract is not concluded, sets fire to the manufacturing unit of Aslanbey Süt Ürünleri A.Ş. late at night and causes great damage. According to the incident, which of the following statements about liability for damages arising from tortious acts is correct?
25. The partnership is primarily responsible for the loss.
26. Osman and Ömer are primarily and severally liable for the damage.
27. Uthman is primarily responsible for the damage and Omar is secondarily responsible.
28. Only Osman is responsible for the damage.
29. Osman and the partnership are jointly and severally liable for the loss.
30. Which of the following is the reason why each partner in an ordinary partnership is authorized to examine the affairs of the partnership?
31. Ordinary partnership does not have a legal personality
32. Unanimous ownership of the property by the partners
33. Partners can be real and legal persons
34. Unlimited liability of the partners for the debts of the partnership
35. The partnership has no obligation to pay partnership debts
36. Which of the following cannot be considered as one of the rights and obligations of the partners in an ordinary partnership?
37. All partners are obliged to contribute capital to the partnership.
38. Unless otherwise stated, profits and losses are shared equally.
39. Partners are authorized to examine the affairs of the partnership.
40. The partner may not do anything contrary to the purpose of the company.
41. If one of the partners has incurred certain expenses or debts or incurred losses, the other partners cannot be liable to pay interest even if they are liable to that partner.
42. If a commercial enterprise is operated through an ordinary company, who is responsible for bookkeeping?
43. Legal entities
44. To the company CEO
45. To the shareholder with the highest shareholding
46. Ordinary company partners
47. State-appointed supervisor
48. Which of the following is not a reason for dissolution of an ordinary partnership?
49. Realization of the partnership purpose
50. The realization of the purpose of the partnership becomes impossible
51. Bankruptcy of one of the partners, unless there is a provision in the contract that the partnership will continue
52. Expiration of the term and actual cessation of activities in a partnership established for a definite period of time
53. Death of one of the partners while there is an agreement with the heirs that the partnership will continue
54. Which of the following statements about ordinary partnership is correct?
55. The minimum capital amount is at least ten thousand TL
56. The voting rights of the shareholders are calculated according to the nominal value of the shares of the capital stock, unlike in the case of personal partnerships.
57. The shareholders are not liable for the debts of the company and are only obliged to pay the capital shares they have subscribed.
58. It is a capital company.
59. Once the agreement is concluded, the partnership is established without the need for any further action (registration, permission, etc.).
60. Which of the following is not one of the obligations or rights of directors in an ordinary partnership?
61. Management rights
62. The duty to compete
63. Wage entitlement
64. Duty of care
65. Obligation to allow inspection
66. Three friends, Bora, Murat and Ayşen, decide to open a restaurant together. They organize a contract between them and open the restaurant, but their business does not go as they had hoped and they end up 300.000 TL in debt to the market. Ahmet, who decorated the restaurant and was not paid, initiated a proceeding against Bora, who he considered to be in a better financial situation than the partners, in order to collect his receivable amounting to 50.000 TL, and Bora objected to this proceeding on the grounds that the debt belonged to the partnership.

Which of the following statements regarding the liability of shareholders is correct?

1. Since there is an ordinary partnership in the case, all partners are unlimitedly and jointly liable for the debts of the partnership.
2. Since the case involves an ordinary partnership, a partner to be determined by the partnership is unlimitedly and jointly liable for the debts of the partnership.
3. Since the case involves an ordinary partnership, the legal entity of the partnership is unlimited and jointly and severally liable for the debts of the partnership.
4. Since there is an ordinary partnership in the case, each partner is responsible for the debts of the partnership in proportion to his/her share.
5. Since there is an ordinary partnership in the case, there is no unlimited and joint and several liability of the partners for the debts of the partnership.
6. Which of the following statements regarding the participation of the partners of an ordinary partnership in profits and losses is correct?
7. Unless the contract provides otherwise, they participate equally in profits and losses.
8. Unless otherwise stipulated in the contract, they participate in profits and losses in proportion to the capital they bring to the company.
9. Only the partner who contributes his labor as capital has the right to participate in profits and losses.
10. Only the shareholder who brings real estate as capital has the right to participate in profit and loss.
11. Only the partner who contributes intellectual property rights as capital has the right to participate in profits and losses.
12. In which of the following types of partnership do the creditors of the partnership apply directly to the partners to collect their receivables?
13. Incorporated company
14. Collective company
15. Limited company
16. Limited liability company
17. Ordinary company
18. What is the name given to the type of company that can be found in practice as a company type in its own right, from the simplest everyday relationships to the most complex ones?
19. Ordinary partnership
20. Incorporated partnership
21. Limited partnership
22. Collective partnership
23. Limited partnership