

## Terms and Conditions of the "Allegro Paczkomaty24/7 InPost" service provided by InPost Sp. z o.o.

### GENERAL PROVISIONS

#### §1

1. These Terms and Conditions of the "**Allegro Paczkomaty24/7 InPost**" service provided by InPost Sp. z o.o. (hereinafter: "**Terms and Conditions**") determine the principles of performing and the principles of using the "Allegro Paczkomaty24/7 InPost" service provided by **InPost Sp. z o.o.** based in Krakow at ul. Wielicka 28, 30-552 Kraków, entered in the register of entrepreneurs kept by the District Court for Kraków-Śródmieście 11th Commercial Department of the National Court Register under KRS number 0000543759, NIP (tax ID): 6793108059, REGON (business register): 3607810850 (hereinafter: "**InPost**" or the "**Operator**").
2. The "Allegro Paczkomaty24/7 InPost" service consists in receiving, moving and delivering Parcel Station Shipments (hereinafter: "**Shipment**" or the "**Parcel**") as defined by the Terms and Conditions of the Paczkomaty 24/7 service provided by InPost Sp. z o.o. (hereinafter: "**Main Terms and Conditions**"), on the terms and conditions specified in the aforementioned current Main Terms and Conditions, as amended by these Terms.
3. The "Allegro Paczkomaty24/7 InPost" service is intended exclusively for persons offering sale of goods through Allegro.pl auction site (hereinafter: "**Sender**" or "**Senders**"), provided that the terms are fulfilled as stipulated in the present Terms and Conditions and in the Main Terms and Conditions - to the extent they apply to the "Allegro Paczkomaty24/7 InPost" service, provided that the provisions of these Terms and Conditions shall prevail over the provisions of the aforementioned Main Terms and Conditions.
4. Unless these Terms and Conditions stipulate otherwise, any terms shall be understood as defined in the current Main Terms and Conditions.
5. The current Terms and Conditions and the Main Terms and Conditions are available in the Operator's branches and on the Operator's website: www.inpost.pl. Any Shipments sent before the entry into force of the new Terms and Conditions shall be delivered on the terms binding on the date of shipping. The Operator will inform the Senders about important changes in the Terms and Conditions, including in the Pricelist, in the form of a notice posted on the Operator's website: www.inpost.pl at least 14 days in advance.
6. The "Allegro Paczkomaty24/7 InPost" service is paid in accordance with the current Pricelist attached as Appendix 1 to these Terms and Conditions.
7. The "Allegro Paczkomaty24/7 InPost" service is not of common nature and is provided for business purposes according to the commonly binding laws.

### REQUIREMENTS FOR SHIPMENTS

#### §2

1. The subject of the "Allegro Paczkomaty24/7 InPost" service is receiving, moving and delivering the Shipment prepared by the Sender to the addressee, and optionally sending the Shipment back to the Sender, according to requirements of these Terms and Conditions and the current Main Terms and Conditions.
2. A Shipment has to fulfill the requirements established for shipments and parcels in the Act of 23 November 2012 Postal Law (Journal of Laws 2012 item 1529, as amended, hereinafter: "Postal Law") and in the present Terms and Conditions and in the Main Terms and Conditions, and especially cannot contain any items the shipping of which is prohibited, according to the content of the aforementioned act - Postal Law and the provisions of both of the aforementioned Terms and Conditions.
3. A Shipment cannot exceed maximum dimensions and weight, as specified in these Terms and Conditions, i.e. maximum parcel dimensions cannot exceed the dimensions- 410 mm x 380 mm x 640 mm, and the maximum gross weight - 25 kg.
4. When the maximum acceptable weight or size of the Shipment, as specified in section 3 above, is exceeded, and the provisions of sect. 2 above are breached, the provisions and the fees as specified in the Main Terms and Conditions shall apply.
5. The price for the "Allegro Paczkomaty24/7 InPost" service with the option of sending the Parcel back to the Sender is PLN 7.31 net per piece (plus due Value Added Tax). If a Parcel which does not meet the requirements from sect. 1, sect. 2 or sect. 3 above has been accepted, the price shall be increased subject to the provisions of these Terms and Conditions, the Main Terms and Conditions or/and according to the Pricelist attached as Appendix no. 1 to these Terms and Conditions

### CONDITIONS CONCERNING SENDERS PARCEL MANAGER AND PREPARATION FOR SHIPPING

#### §3

1. The "Allegro Paczkomaty24/7 InPost" service is available for the Senders mentioned in § 1 sect. 3 above, provided that they have an active individual account in the Parcel Manager (hereinafter: "**MP**") configured and connected with the individual account on the Allegro.pl auction site and have no arrears towards the Operator. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary for the proper provision of the "Allegro Paczkomaty24/7 InPost" service is required from the Sender before using the "Allegro Paczkomaty24/7 InPost" service and takes place through the account in MP.
2. Shipping of Parcels is initiated directly through the Sender's individual account in MP or through external software/application using the application programming interface (API), to communicate with MP. MP allows full handling of the shipping process, tracking the Shipments and managing the Sender's account.

3. The Operator makes the following functions available in MP:
  - a) declaring Shipments for shipping;
  - b) ordering a courier to collect the declared Shipments from the Sender;
  - c) entering the Sender's detailed data with a request for issuing a VAT invoice;
  - d) monitoring the Shipment delivery status;
  - e) import of the Sender's completed transactions from Allegro.pl auction site and creating Shipments on this basis.
4. The Sender, in order to send a Shipment:
  - a) logs in to MP by entering their own e-mail address and individual password, known to the Sender,
  - b) pays for the Shipment,
  - c) generates and prints the shipping label.
  - d) places a label on the Shipment in a permanent manner.
5. Any parcels in the "Allegro Paczkomaty24/7 InPost" service cannot be shipped without the shipping label. § 7 sect. 11 of the Main Terms and Conditions shall not apply.
6. The "Allegro Paczkomaty24/7 InPost" service can be used after the Sender has expressed consent to the processing of their data by the Operator for the purposes related to the performance of this service.

### SHIPPING THROUGH A COURIER

#### §4

1. The Sender can use the service of sending the Parcel through a courier, who arrives at the Sender's to collect any Parcels declared by them earlier for shipping in MP.
2. The Sender who uses the service of sending the Parcel through a courier pays a one-off fee, regardless of the price for the "Allegro Paczkomaty24/7 InPost" service, dependent on the number of shipments shipped through a courier and specified in the Pricelist attached as Appendix no. 1 to the Terms and Conditions.
3. The service of sending the Parcel through a courier is included in the price of the "Allegro Paczkomaty24/7 InPost" service, if the Sender orders 5 (five) and more Parcels at once. Any Parcels shipped under the "Allegro Paczkomaty24/7 InPost" service sum up with shipments sent under the "Allegro miniKurier24 InPost" and "Allegro Kurier24 InPost" service, provided on the basis of the Terms and Conditions of Allegro Kurier InPost services provided by InPost Sp. z o.o. The provisions of this section shall apply only when sending a Parcel through a courier from the place earlier declared for collection by the Sender (User) in MP.
4. On the terms described in separate terms and conditions, the Operator may establish an additional manner of releasing the Senders from the fee for the service of sending a Parcel through a courier.
5. The Operator provides the service of cash collection in accordance with the Terms and Conditions, collecting the Parcels on a given working day provided that the Parcels are reported to the Operator to be shipped to the Courier before 13:00 - in the case of Parcel collection by a courier in cities with a population smaller than 50,000 inhabitants or before 15:00 - in the case of collection of any Parcels by a courier in cities with a population higher than 50,000 inhabitants (the number of inhabitants is determined on the basis of up-to-date and available results of studies by Statistics Poland (National Statistical Office, GUS)). The Operator reserves that in exceptional situations the Parcels may be collected by a courier on the next business day, despite notification of the Parcels for shipping before the times indicated in the previous sentence, if the Operator could not collect the Parcels on the given day for reasons beyond their control e.g. a force majeure (an incident of force majeure is deemed to be any external event, that could not or almost could not have been predicted, the effects of which cannot be prevented, and in particular the forces of nature (earthquakes, hurricanes, floods), as well as riots, general strikes, military actions and actions of the state (import, export bans, border and port blockades, expropriations).
6. When the Parcels are notified for acceptance after the times specified in section 5 above on the given day, the Operator may collect the Parcels on the following working day.
7. If the Sender transfers a smaller number of Parcels to a Courier than the one originally declared, the Operator has the right to collect the fee due for the collection service, subject to the provisions of § 4 sect. 2. The Operator reserves the right to verify the fee - originally calculated on the basis of the number of Parcels declared by the Sender for shipping - for the collection service.
8. Sending Shipments directly in an InPost branch, a Parcel Handling Point or in an Automatic Parcel Station is free of charge. This does not exempt the Sender from the obligation to pay the price for the "Allegro Paczkomaty24/7 InPost" service, which is a separate fee.

### RETURNS

#### § 5

1. when there is possibility for the Shipment to be delivered to the Addressee, it is subject to being sent back to the Sender.
2. The Shipment Addressee has the right to return the Parcel to the Sender. In order to make the return, the Addressee - a registered user of Allegro.pl auction site applies to Allegro.pl auction site for issuing the return code (through "My Allegro" tab). The return code can be used only once. On the basis of the received return code, the Addressee, as the "return sender", is authorized to send the Shipment back as a return in an Automatic Parcel Station, InPost branch or in a selected the

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Operator's outlet, provided that the given return code can be used only once. The Addressee cannot order a courier in order to return the Shipment to the Sender.

- The return service is exempted from the fee in the case of returning the Shipment to the Sender due to the exhausted possibility of its delivery (in particular after its ineffective notification or when the Addressee has refused to collect the Shipment) or due to sending the Shipment back at the request of the Addressee (in particular in the case of replacement of the goods by the Addressee or the Addressee's resignation from purchase).
- The list of outlets where Shipments can be sent back is available at: [www.inpost.pl](http://www.inpost.pl).
- Returns – on the terms specified in § 5 - are made only within the borders of the Republic of Poland.

### OTHER TERMS § 6

- The price of "Allegro Paczkomaty24/7 InPost" service includes insurance of each shipment up to PLN 5000. The Operator allows insurance of Shipments for a higher amount according to the Pricelist attached as Appendix no. 1 to the Terms and Conditions.
- The Operator allows Shipments to be sent with cash on delivery, if the COD amount does not exceed PLN 5,000.00. The payment is made on Shipment collection by the addressee from the Automatic Parcel Station. The payment can be made only with a payment card directly at the Automatic Parcel Station. The Operator collects an additional fee for cash collection in the amount of PLN 2.85 net (plus due Value Added Tax).
- When displaying items for sale on [allegro.pl](http://allegro.pl) auction site, the Sender can indicate a lower price for the "Allegro Paczkomaty24/7 InPost" service than specified in § 2 sect. 5 of these Terms and Conditions, only when they are obliged to cover the difference between the price specified in § 2 sect. 5 and the price indicated for the "Allegro Paczkomaty24/7 InPost" service at the transaction on the Site.
- The price for the "Allegro Paczkomaty24/7 InPost" service visible at the given transaction cannot be higher than specified in § 2 sect. 5.
- The Sender's transfer of the rights or/and obligations resulting from the "Allegro Paczkomaty24/7 InPost" service agreement to another entity requires a prior consent of the Operator expressed in writing.
- The Operator shall be entitled to refuse provision of the "Allegro Paczkomaty24/7 InPost" service to each Sender who delays payment of the remuneration for a period longer than 7 days.
- The Sender can use additional paid services provided for in the Main Terms and Conditions, in particular the Shipment insurance option.
- The Operator excludes the possibility to use the [szybkiewroty.pl](http://szybkiewroty.pl) service stipulated in the Main Terms and Conditions under the "Allegro Paczkomaty24/7 InPost" service.
- Any Shipments sent in an Automatic Parcel Station, POP or in a Branch may not be transferred for further movement on the same day. This applies to the case when the shipping has been made after the so-called boundary hour, i.e. after 12:00. Any Shipments sent after 12:00 will be treated as shipped on the following working day.

### SERVICE PARAMETERS. DELIVERY § 7

- The Operator delivers the Shipment to the selected Automatic Parcel Station.
- The Operator provides the "Allegro Paczkomaty24/7 InPost" service within the declared time D+1, where "D" means the date of shipping.
- The Operator makes return of the Shipment under the "Allegro Paczkomaty24/7 InPost" service within the declared time D+3, where "D" means the date of shipping the return.
- The delivery deadlines specified in sect. 2 and 3 shall be in force, provided that the Shipment is sent back at POP, a Branch or an Automatic Parcel Station before 12.00. Failure to meet these terms shall prolong the delivery time by one business day. The delivery deadlines are calculated according to working days. Saturdays, Sundays and statutory holidays prolong the delivery deadlines by the respective period of time.
- The Operator retains a full right to refuse performance of the "Allegro Paczkomaty24/7 InPost" service, and send the Parcel back to the Sender, if the Parcel does not meet the requirements stipulated in these Terms and Conditions or the Main Terms and Conditions, in particular if the Shipment or/and the goods exceed the dimensions or/and the weight specified in § 2 sect. 2 or/and 3 above.
- Notwithstanding the provisions of the preceding paragraph, the Operator reserves the right to extend the declared deadline for delivery of a Shipment by no more than three working days in the case of accepting any Shipments which do not meet the

conditions stipulated in § 2 sect. 1 or/and 2 or/and 3, if allowed by the Operator's technical possibilities and the circumstances beyond the Operator's control e.g. the Sender's or/and the Addressee's actions or omissions, logistic problems, or difficult weather conditions.

- When the Automatic Parcel Collection Station is filled up, in the case of its failure, disability or maintenance of the system operating this Automatic Parcel Station, the provisions of § 9 sect. 16 -20 of the Main Terms and Conditions shall apply.
- Any complaints shall be examined on the terms stipulated in the current Main Terms and Conditions. The Operator undertakes to make any effort to ensure that the complaints are examined without an unnecessary delay, within 14 working days with possible extension of the aforementioned term until the deadline for examining the complaint resulting from the Main Terms and Conditions.

### PAYMENTS § 8

- The amount of remuneration due to the Operator results from the provisions of § 2 sect. 5 of these Terms and Conditions and constitutes the product of Shipments sent and the basic price PLN 7.31 net (plus due Value Added Tax) per one Parcel. Subject to the provisions of these Terms and Conditions, the amount of remuneration due to the Operator for the services provided in connection with Shipment delivery is determined by the current Pricelist available at each Parcel Handling Point and at [www.inpost.pl](http://www.inpost.pl). Remuneration for any ordered additional services will be added to the basic price in accordance with the current Pricelist.
- Any payments, including payment of the remuneration due to the Operator, are made only in the cashless form, through MP. The Sender is obliged to have necessary funds on their account in MP, including also fees due for shipping through a courier and the fees mentioned in § 2 sect. 4 of these Terms and Conditions. The Operator has the right to refuse performance of any services for any Sender who does not have a sufficient amount of funds on their account in MP as necessary to pay for the ordered service. Any provisions conflicting with the content of this section, included in the Main Terms and Conditions shall not apply.
- The amount of value added tax (VAT) according to the presently binding rate must be added to the amount of net remuneration due to the Operator.
- The Sender is obliged to pay in advance the remuneration due to the Operator.
- The Operator can introduce for the Senders the option of payment in arrears, i.e. the option of a debit account, on the terms specified below:
  - The Sender must conclude with the Operator a respective agreement allowing use of a debit account (post-paid);
  - The Sender must have a positive history of cooperation with the Operator (minimum 3 months of using the Operator's services without any arrears);
  - The maximum awarded monthly amount of debit may not exceed 25% of the net turnover amount (net value of the services purchased by the Sender from the Operator) for the last quarter (the aforementioned debit amount is verified and corrected once every quarter);
  - The Sender shall pay the debit amount within no more than 7 days from the end of each calendar month;
  - The Operator may unilaterally request payment of the whole amount used and unpaid by the Sender as well as refuse further provision of the services also with the option of payment in arrears (debit account) in the event of a justified suspicion which indicates the risk of the Sender's failure to pay the unpaid debit amount within the time indicated in letter d);
  - The Operator may unilaterally request payment of the whole amount used and unpaid by the Sender as well as refuse further provision of the services also with the option of payment in arrears (debit account) in the event of at least one violation by the Sender of the principles of the debit account referred to in this section.

### § 9 Final provisions

- The provisions of these Terms and Conditions are binding upon a consumer, provided that they haven't been expressly excluded for them.
- Any matters not regulated in these Terms and Conditions shall be governed by the provisions included in the current Main Terms and Conditions and commonly binding legal regulations, in particular the act - Postal Law and the Act of 23 April 1964 - Civil Code (Journal of Laws 1964 no. 16 item 93, as amended)
- The Terms and Conditions are effective as of 1 February 2020, replacing the previous Terms and Conditions of the "Allegro Paczkomaty24/7 InPost" service provided by InPost Paczkomaty Sp. z o.o., valid from 9 July 2018.